

**CITY COUNCIL WORKSESSION 6 PM:**  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 1, 2022, 7:00 PM  
AGENDA

1. CALL TO ORDER/ROLL CALL
2. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT

**Those wishing to speak must state their name and address for the record. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council may not take action on an item presented during the Public Comment period. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.**

5. REQUESTS AND PRESENTATIONS

- A. The “Waseca 2022 Sewer Rehab Project” proposal for engineering services was tabled at the January 18<sup>th</sup> Council meeting. Stantec’s Joe Palen will be present to answer Council questions.

6. CONSENT AGENDA

- A. Minutes: Council Meeting & Special Session –January 18, 2022
- B. Payroll & Expenditures
- C. RCCA: Heritage Preservation Commission / Park Board Appointments
- D. RCCA: Petition for Partial Abandonment of County Ditch CD 15-1
- E. Resolution 22-09: Woodville Township Roadway Maintenance
- F. RCCA: Approve Plans & Specifications and Authorize Bids – North State Street Trunk Water Main Improvements Project (City Project No. 2022-06)
- G. RCCA: Approve Plans & Specifications and Authorize Bids – 8<sup>th</sup> Street SE Reconstruction & Rehabilitation Project (City Project No. 2022-01)
- H. RCCA: Pay Equity Report

7. ACTION AGENDA

- A. Public Hearing: Resolution 22-10 – CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation Project (City Project No. 2022-08)
- B. Conagra Water Services Agreement
- C. Wastewater Treatment Plant land purchase

8. REPORTS

- A. City Manager’s Report

B. Commission Reports

9. ANNOUNCEMENTS

10. ADJOURNMENT

<b>Title:</b>	SANITARY SEWER LINING ENGINEERING SERVICES		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>5A</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Attached engineering agreement with project location map
<b>Originating Department:</b>	Sanitary Sewer Utility	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to approve engineering services and authorize staff to enter into agreement with Stantec for I&I (inflow and infiltration) engineering services		
<b>How does this item pertain to Vision 2030 goals?</b>	Improve Community Assets/Infrastructure: Reducing I&I (inflow and infiltration) increases sanitary sewer capacity, wastewater treatment plant capacity, and reduces wastewater discharges to the environment and basements. Reducing I&I is also a State unfunded mandate for the City of Waseca through the Schedule of Compliance (SOC) with the MPCA (Minnesota Pollution Control Agency).		

**BACKGROUND:** Last year, 2021, began a systematic construction program as an outcome of our SOC to reduce I&I by lining City owned sanitary sewer mains (mains) and manholes in the residential areas north of Clear Lake Park. That investment in our infrastructure was over \$200,000. The planned project area for lining mains and manholes this year is SE Waseca, as shown on the attached project area map; the red and purple colored pipes are targeted at this time. The Council approved budget for the entire project is \$500,000, which includes engineering services. The attached Stantec not to be exceeded budget proposal for engineering services is \$83,394.54.

This SE residential area is targeted for I&I remediation due to the history of a significant wastewater release location near Oak Park on 7<sup>th</sup> Ave, with wastewater flooding in local basements and to the environment. This project will also increase system capacity for proposed Gaiter Lake residential development and will also increase capacity for a downstream lift station. Should this project prove to be only partially successful, then a next project phase will be consideration of lining private sewer laterals.

**BUDGET IMPACT:** The proposed engineering services proposal is part of the approved 2022 sanitary sewer utility budget.

**ALTERNATIVES CONSIDERED:** This area of Waseca was chosen at this time for the reasons mentioned above.

**RECOMMENDATION:** Staff recommends the City Council approves the engineering services agreement and authorizes staff to enter into agreement with Stantec for I&I engineering services, as attached.



**Stantec Consulting Services Inc.**  
6188 Rome Circle NW  
Rochester MN 55901  
Tel: (507) 282-2100  
Fax: (507) 282-3100

January 3, 2022

Carl Sonnenberg– Waseca Utilities Director  
Lee Mattson – Waseca City Administrator  
City of Waseca  
508 S. State Street  
Waseca, MN 56093

Reference: **Waseca 2022 Sanitary Sewer Main and Manhole Rehabilitation  
Letter Proposal for Design, Construction Document Preparation, Bidding  
Assistance and Construction Services**

In October 2019 Waseca completed a City-wide flow monitoring study to identify portions of the sanitary sewer system that experience excessive flow rates from clean water sources. In January 2019 the City of Waseca initiated a 5-year plan to reduce the quantity of clear water entering the sanitary sewer collection system. Clear water, typically referred to as inflow and infiltration (I&I), enters the sanitary sewer directly due to illegal connections with stormwater systems or indirectly due to defects in public sanitary piping, manholes and private service lateral pipe. The objectives of the City's plan are to reduce I&I into the sanitary sewer system, to minimize wastewater releases resulting from excessive I&I and to extend the service life of deteriorating sanitary sewer system infrastructure.

In the fall of 2021, the City completed Phase I - sanitary sewer lining and manhole rehabilitation project in a residential neighborhood north of Clear Lake Park. The effectiveness of these sewer rehabilitation improvements in reducing I&I into the sewer system will be evaluated through flow monitoring in the spring of 2022.

Based upon the 2019 flow monitoring study recommendations and a desire to reduce peak sanitary sewer flows in SE Waseca, a Phase II - sanitary sewer lining and manhole rehabilitation project is planned for select segments of sanitary sewer within the 5<sup>th</sup> Street SE sewershed. Segments of the sanitary sewer system targeted for rehabilitation are illustrated on Figure No. 1 enclosed with this letter proposal. The 2022 Sanitary Sewer Rehabilitation Project figure includes a prioritization of sewer segments to be considered for rehabilitation within the sewershed. The final determination for which segments of sanitary sewer to rehab is to be based upon observed field conditions (deterioration of sewer pipe and manholes), measured I&I rates and the amount of rehab work that can be completed within the City's allotted budget.

The City has asked Stantec to design, prepare construction & bidding documents, and provide construction services for the aforementioned sanitary sewer rehabilitation improvements. The methods of sewer rehabilitation will likely be consistent with Waseca's 2021 improvement project which included cured-in-place pipe (CIPP) liners for the sanitary sewer mains and a polyurethane or epoxy spray on coating system for sanitary sewer manholes.



**Reference: 2022 Sanitary Sewer Main and Manhole Rehabilitation**

## **Engineering Services**

We have discussed this project with you and consulted with various members of our municipal design and construction services team to develop a detailed work plan for this project. Enclosed is our Project Work Plan which includes a detailed discussion of the project scope, proposed work tasks and estimated hours, associated project assumptions and estimated reimbursable expenses for your information. The project work plan breaks the project work tasks down into five elements.

These elements include:

1. Project Management and Coordination
2. Design Survey and Inspections
3. Sewer Rehab Design & Bidding Document Preparation
4. Bidding Services
5. Construction Services

## **Compensation and Schedule**

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete the work detailed in our scope of services on an hourly rate basis not to exceed \$80,922.00, plus reimbursable expenses estimated at \$2,472.54 for a total estimated fee of \$83,394.54 and in accordance with the terms and conditions of our Master Services Agreement with the City of Waseca. Upon acceptance of this proposal and notification to proceed from the City of Waseca, we will initiate work on the proposed tasks as described in the Work Plan. We will advance the project work based upon the City's desire to be able to bid the project in March 2022 with construction commencing in the spring or summer of 2022. Should you have any questions or concerns, please feel free to contact me at (507) 529-6036.

Regards,  
**STANTEC CONSULTING SERVICES INC.**

A handwritten signature in blue ink that reads "Joseph C. Palen".

Joseph C. Palen, PE  
Principal  
Phone: (507) 529-6036  
[Joseph.palen@stantec.com](mailto:Joseph.palen@stantec.com)

Enclosed: 2022 Sanitary Sewer Rehab Project - Figure No. 1  
Stantec Work Plan for Design and Construction Services



**Reference: 2022 Sanitary Sewer Main and Manhole Rehabilitation**

By signing this proposal, the City of Waseca authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that this work shall be completed in accordance with the Master Service Agreement effective February 24, 2012.

This proposal is accepted and agreed on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Per: City of Waseca

Lee Mattson  
Title: Waseca City Administrator

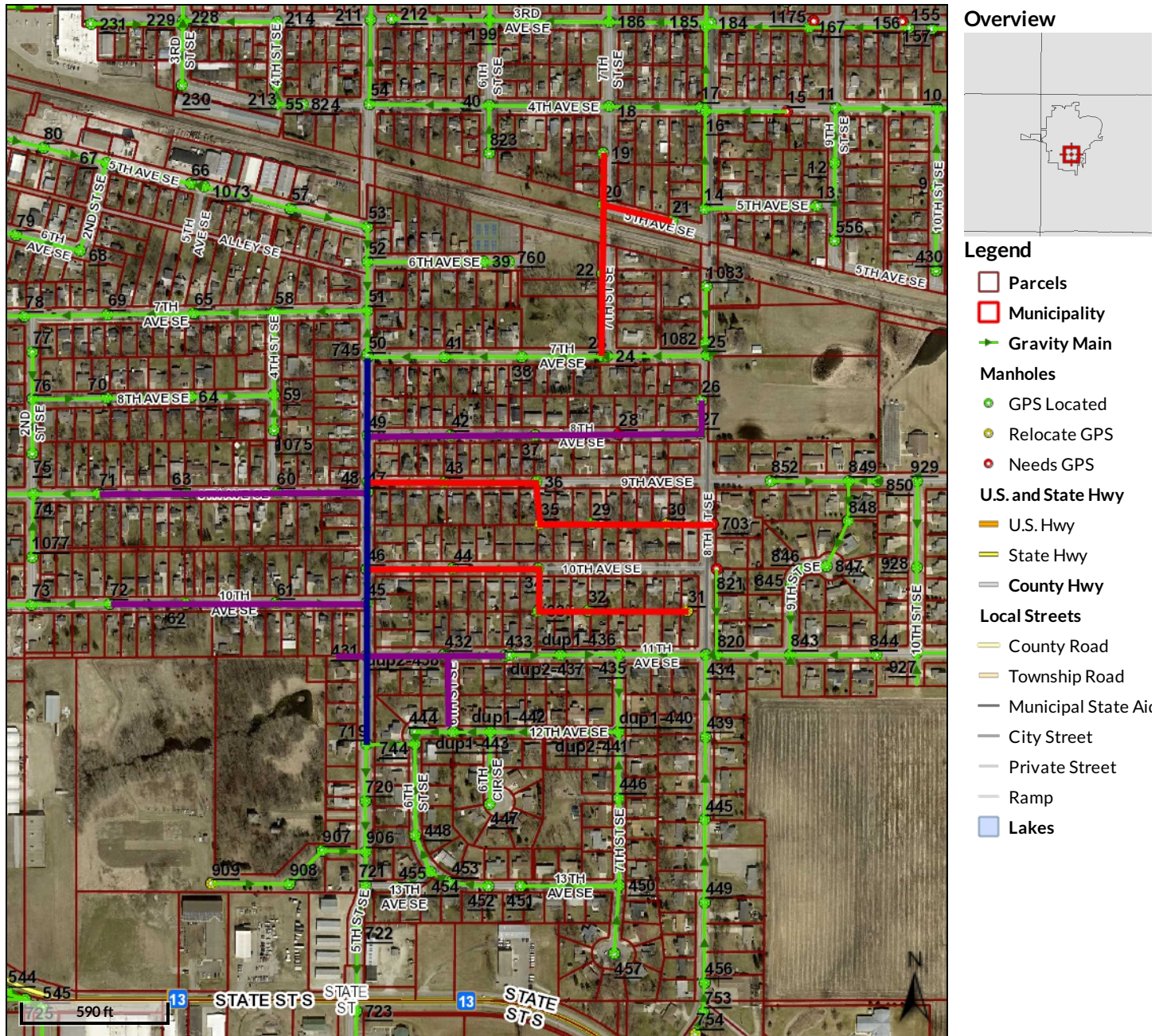
\_\_\_\_\_  
Signature

Carl Sonnenberg  
Title: Waseca Utilities Director

\_\_\_\_\_  
Signature

# City of Waseca - 2022 Sanitary Sewer Rehab Project

## Figure No. 1



Date created: 12/7/2021 - From Waseca

### Sanitary Sewer Manhole and Pipe Lining Priorities for the 5th Street SE Sewershed

Red line = Highest Priority Sanitary Sewer #1

Purple line = 2nd Highest Priority Sanitary Sewer

Blue line = 3rd Priority Sanitary Sewer (May be considered for future upsizing / reconstruction)



## Waseca - 2022 Sanitary Sewer Main and Manhole Rehabilitation Work Plan for Design and Construction Services

*Summary of Total Estimated Hours and Fees*

Major Tasks / Staff Roll	Project Manager	Senior Design Engineer	Design Engineer	Senior Civil Technician	Clerical	Total Hours	Cost
<b>Task 1 - Project Management and Coordination</b>	16	6	4		2	28	\$4,868.00
<b>Task 2 - Design Survey and Inspections</b>	2		24	24		50	\$7,502.00
<b>Task 3 - Sewer Rehab Design &amp; Bidding Document Preparation</b>	30	60	60	16		166	\$26,450.00
<b>Task 4 - Bidding Services</b>	8	2			6	16	\$2,408.00
<b>Task 5 - Construction Services</b>	28			218	4	250	\$39,694.00
<b>Total Labor Estimate</b>	84	68	88	258	12	510	\$80,922.00
Stantec 2022 Rates	\$199.00	\$159.00	\$141.00	\$155.00	\$83.00	---	---
<b>Stantec Team Reimbursable Expenses</b>							---
Mileage (4,263 miles at \$0.58/mile)							\$2,472.54
<b>Total Stantec Reimbursable</b>							\$2,472.54
<b>Stantec Estimated Total Labor and Reimbursable Expenses Fee</b>							<b>Total = \$ 83,394.54</b>





**Waseca - 2022 Sanitary Sewer Main and Manhole Rehabilitation  
Work Plan for Design and Construction Services**

	Project Manager	Senior Design Engineer	Design Engineer	Senior Civil Technician	Clerical	Total
<b>Task 1 - Project Management and Coordination</b>						
1.1 - Project setup and management including Safe Work Plan and coordination with City Staff.	8				2	10
1.2 - Meet with Waseca City Staff to review CIPP design, construct technique options and access needs. (2 Meetings via Teams)	4	2				6
1.3 - Design team progress and coordination meetings.	4	4	4			12
<b>Task 1 - Total</b>	<b>16</b>	<b>6</b>	<b>4</b>		<b>2</b>	<b>28</b>
<b>Task 2 - Design Survey and Inspections</b>						
Assume 2 full days (City will locate / uncover buried or snow covered MHs)						
2.1 - Site investigation, GPS Manhole locations, manhole measure down and inspection form (Total number of Manholes = 38 and 9,730 LF of pipe)	2		24	24		50
<b>Task 2 - Total</b>	<b>2</b>		<b>24</b>	<b>24</b>		<b>50</b>
<b>Task 3 - Sewer Rehab Design &amp; Bidding Document Preparation</b>						
Assume sanitary sewer CIPP and manhole lining to be completed based upon attached Rehab Priority Map illustrating City Priority Areas. Total number of Manholes no more than 38 and 9,730 LF of pipe to be lined / rehabilitated. Total Estimated construction plan sheets = 16.						
3.1 - Prepare final construction plans and specifications for 2022 sanitary sewer rehabilitation / I&I reduction, including sewer main and manholes as illustrated on project sewer rehab figure. Plan content shall include the following:	16	16	60	12		104
~ Title Sheet						
~ Legend Sheet						
~ Location Plan including street right-of-way and all known easements (easement boundaries to be provided by City).						
~ General construction notes and project access, phasing, and construction staging related to Utility Installation.						
~ Sewer Main and Manhole Rehab Design Tables						
~ Sanitary Sewer Plan and Profile Sheets (Estimate ~ 9 sheets) - Includes existing conditions (aerial photo) and proposed sanitary rehab. Proposed utility improvement shown in split plan view, proposed utilities illustrated on profiles view and include the following:						
~Existing sanitary sewer in profile.						
~Sanitary sewer services in plan view based upon review of available televising video / reports from City.						
~Pipe size, length, type and gradient for all existing sewer to be lined.						
3.2 - Quantity calculation and cost estimates for 60% & 95% construction plan submittal to City for review. Scope of construction project shall be modified to fit within ~\$500,000 Project Cost budget provided by City.	2	4				6
3.3 - Develop Project Manual including construction contracts, bidding requirements, Form of Proposal, construction specifications, etc.	8	40				48
3.4 - QA/QC review and revisions.	4			4		8
<b>Task 3 - Total</b>	<b>30</b>	<b>60</b>	<b>60</b>	<b>16</b>		<b>166</b>
<b>Task 4 - Bidding Services</b>						
Assume Electronic Bid Opening on QuestCDN.						
4.1 - Prepare ad for bid and coordinate publication of ad for bid with City.	2	2			2	6
4.2 - Address bidder questions during bidding process & review bid prices with City staff. City Staff to conduct Bid Opening, Stantec to review Bids, Preparation of Bid Tabulation and Letter of Recommendation to Council and Staff.	6				4	10
<b>Task 4 - Total</b>	<b>8</b>	<b>2</b>			<b>6</b>	<b>16</b>



**Waseca - 2022 Sanitary Sewer Main and Manhole Rehabilitation  
Work Plan for Design and Construction Services**

	Project Manager	Senior Design Engineer	Design Engineer	Senior Civil Technician	Clerical	Total
<b>Task 5 - Construction Services</b>						
Assume no post construction flow monitoring or material testing costs.						
Assume an active construction duration of ~8 weeks.						
5.1 - Prepare for and attend preconstruction meeting. Prepare meeting minutes.	4			4		8
5.2 - Construction Administration: Interpretation of the construction plans and specifications and project construction coordination and oversight. Construction Observation and Administration services including the following work tasks:					4	4
~ Monthly pay vouchers. City to process payment.	4			12		16
~ Construction contract Change Orders and justification letter.	8			4		12
~ Review and comment on Contractor proposed construction phasing, staging and access configuration for local traffic.	4					4
~ Review and comment on shop drawings. Coordinate modifications with contractor.	2					2
~ Coordinate Resident Notification Mailing / door hanger with Contractor and City.	4					4
~Obtain material samples and deliver to testing consultant for testing per contract documents.				2		2
~Conduct a final inspection of the project for conformance with contract documents and review the final payment request from the contractor.				4		4
~ Prepare Final pay request and project closeout letter. City to process payment.	2					2
5.3 - Provide part-time construction observation of project improvements during critical phases of construction.				192		192
<b>Task 5 - Total</b>	<b>28</b>			<b>218</b>	<b>4</b>	<b>250</b>

MINUTES  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, JANUARY 18, 2022

**CALL TO ORDER/ROLL CALL**

1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m.

Councilmembers Present: Mayor Roy Srp Ted Conrath  
John Mansfield Daren Arndt  
Jeremy Conrath Mark Christiansen  
Allan Rose

Staff Present: Lee Mattson, City Manager  
Nate Willey, City Engineer  
Julia Hall, Administrative Clerk

**MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE**

2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

**APPROVAL OF AGENDA**

3 Motion was made by J. Conrath, seconded by Arndt to approve the agenda with amendments. Motion carried 7-0.  
A. Remove Councilmember Arndt from list of attendees at the January 10, 2022 Work Session  
B. Move item "6E. RCCA: Sanitary Sewer Lining Engineering Services", from Consent Agenda to an Action Agenda point, Item 7D.

**PUBLIC COMMENT**

4. None

**REQUESTS AND PRESENTATIONS**

5. None

**CONSENT AGENDA**

6. Motion was made by Arndt, seconded by J. Conrath to approve the agenda with amendments given. Motion carried 7-0.

- A. Minutes: Council Meeting –January 4, 2022, Special Meeting-January 10, 2022 and Work Session- January 11, 2022.
- B. Payroll & Expenditures.
- C. RCCA: Annual Solar Report – 2021.
- D. RCCA: Cogeneration and Small Power Production Tariff (Solar Electric Rates).
- E. RCCA: Sanitary Sewer Lining Engineering Services; Moved from Consent Agenda to Action Agenda.
- F. RCCA: NW Area and Malterer Property Utilities Engineering Feasibility.
- G. RCCA: Park Board Appointments.
- H. RCCA: Planning Commission Appointments.
- I. Resolution 22-08: Approving Off-Site Gambling to Waseca Sleigh & Cutter Festival Association.

**ACTION AGENDA**

7. A. Resolution 22-07: Feasibility Report for the CSAH NO. 2 (Brown Ave) Concrete Pavement Rehabilitation Project (City Project No. 2022-08) and calling for a Public Hearing on the Improvements.

City Engineer Willey presented:

- The Feasibility Report regarding the Brown Ave Concrete Pavement Rehabilitation Project.
- Requested the Council set February 1, 2022 as the public Council Meeting to discuss the project further to include possible property assessments.

Motion made by J. Conrath and seconded by Mansfield for the approval of the Resolution that accepts the feasibility report and sets the public hearing. Motion carried by 7-0.

- B. RCCA: City Council Board/Commission Appointments

All assignments remained as they were in 2021 except Mansfield was added to the Discover Waseca Tourism Board. Motion made by Arndt to approve as discussed, seconded by Rose. Motion carried 7-0.

- C. RCCA: Economic Development Authority Board Appointments

Motion made by Christiansen seconded by Mayor Srp to appoint John Fossum to EDA. Motion carried 7-0.

Motion made by Mansfield seconded by J. Conrath to appoint Robert Tackett to EDA. motion carried 7-0.

Because they were very appreciative of the interest of all three (3) applicants the Council recommended to reach out to Jon Michel the remaining applicant for the EDA to see if there is any interest in the open position on the Heritage Preservation Commission.

- D. RCCA: Sanitary Sewer Lining Engineering Services

Motion from Mansfield to table this item until Stantec can appear to discuss the proposal. Motion was seconded by Mayor Srp. Motion carried 6-1. (Christiansen nay).

**REPORTS**

8. A. City Manager's Report

- The police department will no longer be assisting in impounding feral cats without collars in the city. It was discussed that prior someone had mentioned a private group that would be interested in removing the feral cats. The Council welcomes any discussions to humanely remove the cats. No objections were given to the pound halting feral cat operations.
- SMART Transit has requested that the City consider an ordinance requiring proof-of-ownership for possession of a catalytic converter. In response to a Council question, Mattson responded that the Police Department reported two catalytic converter thefts in 2021 and one in 2020. Council asked staff to refer the issue to the County to see if a countywide regulation was more appropriate.
- There are still discussions with the Manufacturing Resource Center in the old Clear Lake Printing Building.
- The furnace that heats the north part of City Hall is not working and space heaters are being used. A part has been ordered and it is hoped that will solve the problem.

B. Commission Reports

EDA- Council Member Mansfield explained that elections were held in the EDA meeting last week: President- Greg Kaelberer, Vice President-Lucas Kruse, Treasurer-Lucas Kruse.

**ANNOUNCEMENTS**

9. Mayor Srp requested a status update from Council Member Rose or Council Member Mansfield in reference to a nuisance ordinance complaint. The property in question has until January 31, 2022 for compliance and is aware of the deadline.

Council Member Arndt thanked Tom Sexton and Mike Tate for renewing their applications to continue on the Planning Commission.

Council Member J. Conrath had a reminder that the Sleigh and Cutter festival will be going on again in Waseca.

**CLOSED SESSION**

10. ***Closed Session per M.S. 13.D.05 re: purchase or sale of real property***

City Manager gave a summary regarding the "Option And Right Of First Refusal To Purchase" for the real property located at 300 16<sup>th</sup> Ave SE in the City of Waseca, Waseca County, Minnesota, (PID No. 17.223.0010) in preparation for the proposed Manufacturing Resource Center (MRC). It was requested that City Manager be able to proceed with the Draft Option to Purchase with no amount given so Owners have time to review before grant deadlines. Motion to move ahead with option from J. Conrath and seconded by Arndt. Motion carried 7-0.

**ADJOURNMENT**

11. There being no further business to be brought before the Council, it was moved by Arndt seconded by Mansfield to adjourn the meeting at 8:14 p.m. Motion carried 7-0.

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R. D. SRP  
MAYOR

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JULIA HALL  
ADMINISTRATIVE CLERK

MINUTES  
SPECIAL CITY COUNCIL MEETING  
TUESDAY, JANUARY 18, 2022

**CALL TO ORDER/ROLL CALL**

1. The Special Session Meeting of the Waseca City Council was called to order by Mayor Roy Srp at 6:03 pm.

Councilmembers Present: Mayor Roy Srp Ted Conrath  
John Mansfield Daren Arndt  
Jeremy Conrath Mark Christiansen  
Allan Rose

Staff Present: Lee Mattson, City Manager  
Nate Willey, City Engineer  
Julia Hall, Administrative Clerk

**APPROVAL OF AGENDA**

2. Motion was given by Council Member Christiansen and seconded by Council Member Arndt to approve the agenda. Motion carried 7-0.

**ACTION AGENDA**

3. West Interchange discussion was not to approve or deny the project but was to clarify if the Council would like City Staff to continue looking into the cost and process of expanding infrastructure to the West Interchange. Public Comment was taken and Council discussed the issue. Motion was made by Council Member Christiansen and seconded by Council Member J. Conrath to allow Staff to continue looking into the West Interchange. Motion carried 5-2. (Mansfield/Rose nay)

**ADJOURNMENT**

4. There being no further business to be brought before the Council in this special meeting, it was moved by Arndt and seconded by Mansfield to adjourn the meeting at 6:48 p.m. Motion carried 7-0.

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R. D. SRP  
MAYOR

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JULIA HALL  
ADMINISTRATIVE CLERK

*Micah Fischer*

6B

LIST OF EXPENDITURES

February 1, 2022

*Lee A. Miller*

City Council	4,250.00
Streets	31,310.26
Parks	12,916.10
Wastewater	7,268.76
Utility Administration	4,972.19
Utility Offices	7,965.49
Electric	15,481.66
Water	7,725.75
Building and Code Compliance	2,953.10
Police	65,870.14
Administration	8,506.87
Community Aides	631.68
Fire	9,414.96
Paid On Call Fire Department	615.00
PEG	263.67
Election Judges	0.00
Finance	8,929.39
Connections	2,505.97
Community Development	5,202.31
Engineering	19,545.76
Recreation	2,302.66
Econ Development	<u>3,624.82</u>

Total Gross Payroll 222,256.54

\*Less- Payroll Deductions (72,253.61)

Net Payroll Cost \$ 150,002.93

\*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

January 14, 2022-January 28, 2022

Includes check #'s 157626-157663

Bank ACH Withdrawals..... 590,435.17

GRAND TOTAL EXPENDITURES \$ 740,438.10



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
<b>General Fund</b>						
01/28/2022	12220	MN Sales and Use Tax Payable	December Sales Tax Payable	101-20210-0000	43.99	M
Total 101202100000:					43.99	
01/25/2022	12229	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 1/23/2022	101-21701-0000	20,883.23	M
Total 101217010000:					20,883.23	
01/25/2022	12224	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 1/23/2022	101-21702-0000	9,620.64	M
Total 101217020000:					9,620.64	
01/25/2022	12229	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/23/2022	101-21703-0000	8,604.90	M
01/25/2022	12229	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/23/2022	101-21703-0000	8,962.26	M
Total 101217030000:					17,567.16	
01/25/2022	12226	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 1/23/2022	101-21704-0000	1,411.83	M
01/25/2022	12226	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 1/23/2022	101-21704-0000	9,176.86	M
01/25/2022	12226	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 1/23/2022	101-21704-0000	8,094.17	M
01/25/2022	12226	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 1/23/2022	101-21704-0000	58.70	M
01/25/2022	12226	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 1/23/2022	101-21704-0000	9,176.86	M
01/25/2022	12226	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 1/23/2022	101-21704-0000	12,141.30	M
01/25/2022	12226	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 1/23/2022	101-21704-0000	58.70	M
Total 101217040000:					40,118.42	
01/25/2022	157626	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 1/23/2022	101-21711-0000	176.00	
Total 101217110000:					176.00	
01/25/2022	12229	ACH Internal Revenue Service	MEDICARE Pay Period: 1/23/2022	101-21712-0000	2,928.98	M
01/25/2022	12229	ACH Internal Revenue Service	MEDICARE Pay Period: 1/23/2022	101-21712-0000	3,012.55	M
Total 101217120000:					5,941.53	
01/25/2022	12230	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 1/23/2022	101-21713-0000	1,524.10	M
01/25/2022	12230	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 1/23/2022	101-21713-0000	844.00	M
Total 101217130000:					2,368.10	
01/25/2022	12228	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 1/23/2022	101-21714-0000	300.00	M
01/25/2022	12228	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 1/23/2022	101-21714-0000	475.00	M
Total 101217140000:					775.00	
01/25/2022	12225	AFLAC	AFLAC AFTER TAX Pay Period: 1/9/2022	101-21715-0000	364.59	M
01/25/2022	12225	AFLAC	AFLAC AFTER TAX Pay Period: 1/23/2022	101-21715-0000	364.59	M
01/25/2022	12225	AFLAC	AFLAC PRE TAX Pay Period: 1/9/2022	101-21715-0000	818.62	M
01/25/2022	12225	AFLAC	AFLAC PRE TAX Pay Period: 1/23/2022	101-21715-0000	818.62	M
Total 101217150000:					2,366.42	
01/28/2022	12221	Further	Flex Reimbursement	101-21716-0000	87.25	M
01/28/2022	12223	Further	Flex Reimbursement	101-21716-0000	783.90	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
01/25/2022	12231	Further	Bruder Adj - waiting for recoup from Further	101-21716-0000	118.19	M
01/25/2022	12231	Further	VEBA Contributions Pay Period: 1/23/2022	101-21716-0000	127.25	M
01/25/2022	12231	Further	HSA Contribution Pay Period: 1/23/2022	101-21716-0000	436.71	M
01/25/2022	12231	Further	HSA Contribution Pay Period: 1/23/2022	101-21716-0000	127.25	M
Total 101217160000:					1,426.05	
01/25/2022	12227	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 1/23/2022	101-21717-0000	951.53	M
Total 101217170000:					951.53	
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Family Pay Period: 1/9/2022	101-21720-0000	14,954.22	M
01/25/2022	12232	MN Public Employees Insurance Progra	Matson Jan Cobra	101-21720-0000	755.94	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Single Pay Period: 1/9/2022	101-21720-0000	15,496.77	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Single Pay Period: 1/23/2022	101-21720-0000	14,740.83	M
01/25/2022	12232	MN Public Employees Insurance Progra	Rugger Jan Cobra	101-21720-0000	755.94	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 1/9/2022	101-21720-0000	937.98	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 1/23/2022	101-21720-0000	937.86	M
01/25/2022	12232	MN Public Employees Insurance Progra	Timlin Jan Cobra	101-21720-0000	755.94	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 1/23/2022	101-21720-0000	3,751.86	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 1/9/2022	101-21720-0000	3,751.86	M
01/25/2022	12232	MN Public Employees Insurance Progra	Timlin Adj	101-21720-0000	807.32	M
01/25/2022	12232	MN Public Employees Insurance Progra	Kramer Adj	101-21720-0000	693.34	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Family Pay Period: 1/23/2022	101-21720-0000	3,738.60	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Family Pay Period: 1/9/2022	101-21720-0000	3,738.60	M
01/25/2022	12232	MN Public Employees Insurance Progra	PEIP Family Pay Period: 1/23/2022	101-21720-0000	14,954.22	M
01/25/2022	12232	MN Public Employees Insurance Progra	Kohn Adj	101-21720-0000	693.34	M
01/25/2022	12232	MN Public Employees Insurance Progra	Schult Adj	101-21720-0000	755.94	M
Total 101217200000:					80,833.88	
01/28/2022	20220075	Personalized Printing Inc.	Winter Newsletter	101-41110-3500	758.00	
Total 101411103500:					758.00	
01/28/2022	157644	League of MN Human Rights Commissio	Dues - League of MN Human Rights Commission	101-41110-4330	100.00	
Total 101411104330:					100.00	
01/28/2022	20220081	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
01/28/2022	20220067	Innovative Office Supply	Toner-HR	101-41320-2000	246.99	
01/28/2022	20220067	Innovative Office Supply	Toner-HR	101-41320-2000	64.51	
Total 101413202000:					311.50	
01/28/2022	20220050	APG Media of So MN LLC	Loon Lake Aeration Notice	101-41320-3400	156.00	
01/28/2022	20220050	APG Media of So MN LLC	Heritage Preservation/EDA Board Opening	101-41320-3400	78.00	
Total 101413203400:					234.00	
01/28/2022	20220080	Waseca Area Chamber of Commerce	Employee Recognition	101-41320-4930	25.00	
01/28/2022	20220080	Waseca Area Chamber of Commerce	Employee Recognition	101-41320-4930	10.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413204930:					35.00
01/28/2022	12222	Further	Administrative Charges	101-41500-1600	287.80 M
Total 101415001600:					287.80
01/28/2022	157635	Amazon	wireless keyboard-Lang	101-41500-2000	38.58
01/28/2022	20220067	Innovative Office Supply	Wireless Keyboard	101-41500-2000	12.30
01/28/2022	12233	Public Employees Retirement Assn (ACH	PERA Interest Charge	101-41500-2000	32.91 M
Total 101415002000:					83.79
01/28/2022	157660	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					5,370.33
01/28/2022	20220074	Pantheon Computer Systems Inc.	Controller	101-41920-2050	449.00
Total 101419202050:					449.00
01/28/2022	20220062	DLT Solutions LLC	2022 AutoCAD subscription renewal	101-41920-4950	2,465.10
Total 101419204950:					2,465.10
01/28/2022	20220067	Innovative Office Supply	Office Supplies	101-41940-2000	4.70
01/28/2022	20220067	Innovative Office Supply	Office supplies	101-41940-2000	52.19
Total 101419402000:					56.89
01/28/2022	20220048	A. H. Hermel Company	Coffee for Breakroom	101-41940-2170	188.89
01/28/2022	157639	Cintas Corporation	First aid cabinet supplies - City Hall	101-41940-2170	51.84
01/28/2022	157652	Red Feather Paper Company	Janitorial Supplies	101-41940-2170	43.67
01/28/2022	157652	Red Feather Paper Company	Credit for Towels returned	101-41940-2170	184.32-
Total 101419402170:					100.08
01/28/2022	20220056	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
01/28/2022	157638	Cintas Corporation	Floor mat service	101-41940-3100	51.79
01/28/2022	20220077	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
01/28/2022	20220077	Stoltz Cleaning Services LLC	City Hall Cleaning Services	101-41940-3100	294.00
01/28/2022	20220083	Waste Management of Southern MN	December Service	101-41940-3100	194.92
Total 101419403100:					1,170.83
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-41940-3200	177.72
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-41940-3200	131.63
Total 101419403200:					309.35
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-41940-3800	978.99
Total 101419403800:					978.99
01/28/2022	20220054	Border States Electric Supply	Circuit Breaker for Electric Car	101-41940-4000	118.62

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419404000:					118.62
01/28/2022	157635	Amazon	Calendar for Green	101-41950-2000	24.76
Total 101419502000:					24.76
01/28/2022	20220050	APG Media of So MN LLC	Forclosure Notice	101-41950-3400	195.00
Total 101419503400:					195.00
01/28/2022	20220067	Innovative Office Supply	Office Supplies - Police	101-42100-2000	28.18
Total 101421002000:					28.18
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-42100-2120	2,246.58
Total 101421002120:					2,246.58
01/28/2022	157639	Cintas Corporation	First aid cabinet supplies - City Hall	101-42100-2190	129.49
01/28/2022	157656	Tactical Advantage LLC	Training Guns	101-42100-2190	1,533.00
Total 101421002190:					1,662.49
01/28/2022	157638	Cintas Corporation	Floor Mats	101-42100-3100	8.88
01/28/2022	157638	Cintas Corporation	Floor Mats	101-42100-3100	8.88
01/28/2022	20220077	Stoltz Cleaning Services LLC	Public Safety Building -Restrooms	101-42100-3100	78.75
01/28/2022	20220077	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	63.00
01/28/2022	20220083	Waste Management of Southern MN	December Service	101-42100-3100	88.73
Total 101421003100:					248.24
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-42100-3200	177.72
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-42100-3200	387.32
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-42100-3200	39.37
Total 101421003200:					604.41
01/28/2022	20220075	Personalized Printing Inc.	Crime Victim Cards	101-42100-3500	388.50
Total 101421003500:					388.50
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-42100-3800	824.79
Total 101421003800:					824.79
01/28/2022	157647	Mid-States Organized Crime Info Center	2022 Dues	101-42100-4330	150.00
01/28/2022	157659	Waseca County License Bureau	Registration Renewal	101-42100-4330	14.25
01/28/2022	157661	Waseca Rotary Club	4th Qtr Rotary Dues	101-42100-4330	155.00
Total 101421004330:					319.25
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-42200-2120	170.02
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-42200-2120	10.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002120:					180.02
01/28/2022	157652	Red Feather Paper Company	Janitorial supplies - FD	101-42200-2170	64.58
Total 101422002170:					64.58
01/28/2022	20220054	Border States Electric Supply	Fire Dept Motor Controller	101-42200-2230	92.16
01/28/2022	157651	MPeters Enterprises Inc.	Flag	101-42200-2230	131.20
Total 101422002230:					223.36
01/28/2022	157638	Cintas Corporation	Floor Mats	101-42200-3100	8.87
01/28/2022	157638	Cintas Corporation	Floor Mats	101-42200-3100	8.87
01/28/2022	20220077	Stoltz Cleaning Services LLC	Public Safety Building -Restrooms	101-42200-3100	78.75
01/28/2022	20220077	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	63.00
01/28/2022	20220083	Waste Management of Southern MN	December Service	101-42200-3100	88.74
Total 101422003100:					248.23
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-42200-3200	39.37
Total 101422003200:					39.37
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-42200-3800	824.80
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-42200-3800	42.84
Total 101422003800:					867.64
01/28/2022	20220057	City Building Inspection Services LLC	building inspections	101-42400-3000	4,365.80
Total 101424003000:					4,365.80
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-43000-2120	60.18
Total 101430002120:					60.18
01/28/2022	12238	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-43100-2120	3,223.79
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-43100-2120	20.00
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-43100-2120	237.12
Total 101431002120:					3,480.91
01/28/2022	20220053	Bomgaars Supply	Parts & Supplies	101-43100-2170	125.04
Total 101431002170:					125.04
01/28/2022	157636	Aramark Uniform Services	uniform service	101-43100-2180	187.36
01/28/2022	157636	Aramark Uniform Services	uniform service	101-43100-2180	185.45
Total 101431002180:					372.81

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
01/28/2022	20220083	Waste Management of Southern MN	December Service	101-43100-3100	178.37
	Total 101431003100:				178.37
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-43100-3200	42.84
	Total 101431003200:				42.84
01/28/2022	20220050	APG Media of So MN LLC	Public works job opening	101-43100-3400	222.50
	Total 101431003400:				222.50
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-43100-3800	1,546.91
	Total 101431003800:				1,546.91
01/28/2022	20220064	H & J Fuel Inc	winter blend fuel	101-43125-2120	1,968.66
	Total 101431252120:				1,968.66
01/28/2022	20220066	Independent School District #829	City Contribution Comm Ed Rec	101-45100-3100	8,333.33
	Total 101451003100:				8,333.33
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-45130-3200	225.98
	Total 101451303200:				225.98
01/28/2022	20220050	APG Media of So MN LLC	Discover Waseca Guide	101-45130-3400	475.00
	Total 101451303400:				475.00
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-45130-3800	536.95
	Total 101451303800:				536.95
01/28/2022	157658	Waseca County Highway Department	Monthly billing	101-45200-2120	470.02
	Total 101452002120:				470.02
01/28/2022	20220058	Continental Research Corporation	Park Restroom Supplies	101-45200-2170	1,862.13
01/28/2022	157662	Waseca Soil & Water Conservation Dist	Trees-Waseca Soil and Water Cons	101-45200-2170	194.00
	Total 101452002170:				2,056.13
01/28/2022	157639	Cintas Corporation	First Aid Cabinet supplies	101-45200-2190	57.87
	Total 101452002190:				57.87
01/28/2022	20220083	Waste Management of Southern MN	December Service	101-45200-3100	27.85
	Total 101452003100:				27.85
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-45200-3200	35.89

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452003200:					35.89
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-45200-3800	487.56
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-45200-3800	38.47
Total 101452003800:					526.03
01/28/2022	157648	MN Department of Agriculture	2022 Pesticide License Renewal-Gundermann	101-45200-4330	10.00
01/28/2022	157648	MN Department of Agriculture	2022 Pesticide License Renewal-Speis	101-45200-4330	10.00
01/28/2022	157648	MN Department of Agriculture	2022 Pesticide License Renewal-Vanderhorst	101-45200-4330	10.00
Total 101452004330:					30.00
01/28/2022	157649	MN Department of Labor & Industry	elevator inspection	101-45500-3100	100.00
01/28/2022	20220083	Waste Management of Southern MN	Library service	101-45500-3100	56.73
Total 101455003100:					156.73
01/28/2022	157637	Centerpoint Energy	Monthly Billing	101-45500-3800	641.38
01/28/2022	157640	Consolidated Communications	Monthly Billing	101-45500-3800	53.32
Total 101455003800:					694.70
01/28/2022	20220069	Javens Mechanical Contracting Co.	RTU repair	101-45500-4000	1,863.87
Total 101455004000:					1,863.87
Total General Fund:					233,126.02
<b>Airport</b>					
01/28/2022	157655	Stensrud Aviation	Airport Contract Payment	230-49810-3100	2,300.00
01/28/2022	20220083	Waste Management of Southern MN	Airport Waste Management	230-49810-3100	37.15
Total 230498103100:					2,337.15
01/28/2022	12234	CenturyLink	Airport Phone and Internet	230-49810-3200	111.43 M
Total 230498103200:					111.43
01/28/2022	157637	Centerpoint Energy	Monthly Billing	230-49810-3800	63.31
01/28/2022	12236	Xcel Energy	Airport Electric	230-49810-3800	202.63 M
01/28/2022	12235	Xcel Energy	Airport electric	230-49810-3800	317.93 M
Total 230498103800:					583.87
Total Airport:					3,032.45
<b>Economic Development-General f</b>					
01/28/2022	157641	Economic Development Association of M	2022 Membership	261-46700-4330	295.00
Total 261467004330:					295.00
Total Economic Development-General f:					295.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
<b>Safe Haven Grant</b>					
01/28/2022	157650	MN Supervised Visitation Network	Training Reg.- Connections	279-46350-3300	50.00
Total 279463503300:					50.00
Total Safe Haven Grant:					50.00
<b>2014A GO Bonds</b>					
01/28/2022	20220051	Baker Tilly Municipal Advisors LLC	2021 Disclosure Services	390-47000-6200	475.00
Total 390470006200:					475.00
Total 2014A GO Bonds:					475.00
<b>2014B Refunding Bond</b>					
01/28/2022	20220051	Baker Tilly Municipal Advisors LLC	2021 Disclosure Services	395-47000-6200	475.00
Total 395470006200:					475.00
Total 2014B Refunding Bond:					475.00
<b>Capital Improvement</b>					
01/28/2022	157654	Stantec Consulting Services Inc	TH13 Safe Routes to School Eng. Services	430-43010-5430	6,074.58
Total 430430105430:					6,074.58
01/28/2022	157642	Finance & Commerce Inc	Clear Lake Park Bids	430-43010-5435	117.85
01/28/2022	157654	Stantec Consulting Services Inc	Clear Lake Park Improvements	430-43010-5435	29,463.90
Total 430430105435:					29,581.75
01/28/2022	157654	Stantec Consulting Services Inc	Clear Lake Park Connector Trail	430-43010-5440	605.00
Total 430430105440:					605.00
01/28/2022	157654	Stantec Consulting Services Inc	8th St SE Eng. Services	430-43010-5560	64,420.45
Total 430430105560:					64,420.45
Total Capital Improvement:					100,681.78
<b>Water</b>					
01/28/2022	12220	MN Sales and Use Tax Payable	December Sales Tax Payable	601-20210-0000	1,240.47 M
Total 601202100000:					1,240.47
01/28/2022	157643	Hawkins Inc	BEF Chemical Well 4	601-49401-2170	1,581.88
01/28/2022	157643	Hawkins Inc	City Wells Chemicals	601-49401-2170	7,352.65
Total 601494012170:					8,934.53
01/28/2022	157643	Hawkins Inc	Chlorine Eequipment	601-49401-2210	876.80
Total 601494012210:					876.80
01/28/2022	20220053	Bomgaars Supply	Parts & Supplies	601-49401-2230	14.90



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494012230:					14.90
01/28/2022	157637	Centerpoint Energy	Monthly Billing	601-49401-3800	207.48
01/28/2022	12237	Xcel Energy	December Service	601-49401-3800	235.65 M
Total 601494013800:					443.13
01/25/2022	12229	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/23/2022	601-49430-0000	357.36 M
01/25/2022	12229	ACH Internal Revenue Service	MEDICARE Pay Period: 1/23/2022	601-49430-0000	83.57 M
Total 601494300000:					440.93
01/28/2022	157658	Waseca County Highway Department	Monthly billing	601-49430-2120	537.13
Total 601494302120:					537.13
01/28/2022	20220053	Bomgaars Supply	Parts & Supplies	601-49430-2170	27.62
Total 601494302170:					27.62
01/28/2022	157636	Aramark Uniform Services	Uniforms	601-49430-2180	13.55
01/28/2022	157636	Aramark Uniform Services	Uniforms	601-49430-2180	12.56
Total 601494302180:					26.11
01/28/2022	20220053	Bomgaars Supply	Parts & Supplies	601-49430-2230	4.40
01/28/2022	20220059	Core & Main LP	Water Main Repair Supplies	601-49430-2230	360.31
01/28/2022	20220059	Core & Main LP	Main Repair	601-49430-2230	543.23
01/28/2022	20220059	Core & Main LP	Main Repair Parts	601-49430-2230	472.75
01/28/2022	20220068	James Brothers Construction Inc.	Gravel	601-49430-2230	318.00
Total 601494302230:					1,698.69
01/28/2022	20220055	Britton Plumbing & Heating LLC	Main break Work out center	601-49430-3100	165.00
01/28/2022	20220063	Gopher State One-Call Inc	Annual Facility Operator Fee - 2022	601-49430-3100	16.66
01/28/2022	157646	Mid-America Meter Inc	Meter Calibration and Repair	601-49430-3100	364.63
01/28/2022	20220084	Water Conservation Service Inc.	Leak Locate Service	601-49430-3100	767.22
01/28/2022	20220084	Water Conservation Service Inc.	Leak Detect Service	601-49430-3100	468.60
Total 601494303100:					1,782.11
01/28/2022	20220068	James Brothers Construction Inc.	North State Street Main Repair	601-49430-4000	11,346.75
Total 601494304000:					11,346.75
01/28/2022	157640	Consolidated Communications	Monthly Billing	601-49585-3200	47.39
Total 601495853200:					47.39
01/28/2022	20220073	On Target Inc.	CASS address certification-quarterly	601-49585-3500	42.96
Total 601495853500:					42.96
01/28/2022	20220049	American Engineering Testing Inc	Geotechnical Services North State Water Main	601-49593-5300	6,845.00
01/28/2022	157654	Stantec Consulting Services Inc	Malterer Property Utilities	601-49593-5300	527.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
01/28/2022	157654	Stantec Consulting Services Inc	West Water Tower Site Review	601-49593-5300	94.50
01/28/2022	157654	Stantec Consulting Services Inc	North State Water Main Project	601-49593-5300	24,277.45
Total 601495935300:					31,744.20
01/28/2022	12217	First National Bank	Bond Series 2020A	601-49980-6000	40,000.00 M
Total 601499806000:					40,000.00
01/28/2022	12217	First National Bank	Bond Series 2020A	601-49980-6100	2,357.50 M
Total 601499806100:					2,357.50
01/28/2022	20220051	Baker Tilly Municipal Advisors LLC	2021 Disclosure Services	601-49980-6200	475.00
Total 601499806200:					475.00
Total Water:					102,036.22
<b>Sanitary Sewer</b>					
01/28/2022	20220063	Gopher State One-Call Inc	Annual Facility Operator Fee - 2022	602-49470-3100	16.67
Total 602494703100:					16.67
01/28/2022	157640	Consolidated Communications	Monthly Billing	602-49470-3200	596.38
Total 602494703200:					596.38
01/28/2022	157637	Centerpoint Energy	Monthly Billing	602-49470-3800	20.74
01/28/2022	157637	Centerpoint Energy	Monthly Billing	602-49470-3800	279.34
Total 602494703800:					300.08
01/28/2022	157658	Waseca County Highway Department	Monthly billing	602-49480-2120	133.60
Total 602494802120:					133.60
01/28/2022	157638	Cintas Corporation	Floor Mats	602-49480-2170	9.60
01/28/2022	157652	Red Feather Paper Company	Towels	602-49480-2170	38.86
01/28/2022	157652	Red Feather Paper Company	Can Liners and Plastic Bags	602-49480-2170	302.52
01/28/2022	20220079	USA Blue Book	Lab Supplies	602-49480-2170	135.78
01/28/2022	20220079	USA Blue Book	Tool Supplies	602-49480-2170	1,115.80
Total 602494802170:					1,602.56
01/28/2022	20220053	Bomgaars Supply	Parts & Supplies	602-49480-2180	223.94
01/28/2022	20220079	USA Blue Book	Uniforms	602-49480-2180	128.95
Total 602494802180:					352.89
01/28/2022	20220070	John Henry Foster Minnesota Inc.	Oil and Oil Filter	602-49480-2210	223.92
01/28/2022	20220079	USA Blue Book	Eye Wash	602-49480-2210	144.80
Total 602494802210:					368.72
01/28/2022	157654	Stantec Consulting Services Inc	Barscreen Analysis	602-49480-3000	1,064.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494803000:					1,064.00
01/28/2022	20220069	Javens Mechanical Contracting Co.	HCAC Repair	602-49480-3100	486.12
01/28/2022	20220083	Waste Management of Southern MN	Garbage Service	602-49480-3100	349.92
Total 602494803100:					836.04
01/28/2022	157640	Consolidated Communications	Monthly Billing	602-49480-3200	195.25
Total 602494803200:					195.25
01/28/2022	157637	Centerpoint Energy	Monthly Billing	602-49480-3800	4,009.29
01/28/2022	157653	SSI Crestmark MN Holding LLC	Crestmark Solar Due 2.10.22	602-49480-3800	4,117.79
01/28/2022	157657	USS MN V MT LLC	USS Bush Solar	602-49480-3800	1,011.80
Total 602494803800:					9,138.88
01/28/2022	157640	Consolidated Communications	Monthly Billing	602-49585-3200	47.39
Total 602495853200:					47.39
01/28/2022	20220073	On Target Inc.	CASS address certification-quarterly	602-49585-3500	42.97
Total 602495853500:					42.97
01/28/2022	157654	Stantec Consulting Services Inc	NPDES Permit Reissuance	602-49586-3000	2,219.75
01/28/2022	157654	Stantec Consulting Services Inc	NPDES Permit Review	602-49586-3000	1,799.75
01/28/2022	157654	Stantec Consulting Services Inc	Permit Review	602-49586-3000	1,442.25
Total 602495863000:					5,461.75
01/28/2022	157654	Stantec Consulting Services Inc	Malterer Property Utilities	602-49593-5300	527.25
01/28/2022	157654	Stantec Consulting Services Inc	Phase 1 Sewer Project	602-49593-5300	12,192.88
01/28/2022	157654	Stantec Consulting Services Inc	Sanitary Sewer Modeling Fifth St SE	602-49593-5300	11,026.50
Total 602495935300:					23,746.63
01/28/2022	12217	First National Bank	Bond Series 2020A	602-49980-6000	3,507.50 M
Total 602499806000:					3,507.50
01/28/2022	12217	First National Bank	Bond Series 2020A	602-49980-6100	55,000.00 M
Total 602499806100:					55,000.00
01/28/2022	20220051	Baker Tilly Municipal Advisors LLC	2021 Disclosure Services	602-49980-6200	475.00
Total 602499806200:					475.00
Total Sanitary Sewer:					102,886.31
<b>Electric Utility</b>					
01/28/2022	12220	MN Sales and Use Tax Payable	December Sales Tax Payable	604-20210-0000	30,186.54 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604202100000:					30,186.54
01/28/2022	157658	Waseca County Highway Department	Monthly billing	604-49571-2120	466.45
Total 604495712120:					466.45
01/28/2022	20220071	JT Services of MN	Vault locks	604-49571-2170	852.01
Total 604495712170:					852.01
01/21/2022	157619	Waseca County Courthouse	Lighting rebate	604-49571-2330	2,333.00- V
Total 604495712330:					2,333.00-
01/28/2022	20220063	Gopher State One-Call Inc	Annual Facility Operator Fee - 2022	604-49571-3100	16.67
Total 604495713100:					16.67
01/28/2022	20220053	Bomgaars Supply	Parts & Supplies	604-49572-2230	5.69
Total 604495722230:					5.69
01/28/2022	157663	Wesco Receivables Corp	primary elbow	604-49573-2230	57.90
Total 604495732230:					57.90
01/28/2022	20220071	JT Services of MN	led post top bulbs	604-49574-2230	1,872.45
Total 604495742230:					1,872.45
01/28/2022	157640	Consolidated Communications	Monthly Billing	604-49585-3200	88.87
01/28/2022	157640	Consolidated Communications	Monthly Billing	604-49585-3200	45.85
Total 604495853200:					134.72
01/28/2022	20220073	On Target Inc.	CASS address certification-quarterly	604-49585-3500	42.97
Total 604495853500:					42.97
01/28/2022	157645	McGrann Shea Carnival Straughn & Lam	Attorney	604-49586-3000	407.00
Total 604495863000:					407.00
01/28/2022	20220054	Border States Electric Supply	Conversion Supplies	604-49593-5300	105.40
01/28/2022	20220071	JT Services of MN	Vault locks conversion supplies	604-49593-5300	515.00
01/28/2022	157663	Wesco Receivables Corp	conversion supplies	604-49593-5300	783.30
Total 604495935300:					1,403.70
Total Electric Utility:					33,113.10
<b>Storm Water Utility</b>					
01/28/2022	20220052	Barr Engineering Company	Clear & Loon Lakes Alum Dosing Analysis	651-43140-3000	4,370.50
01/28/2022	157654	Stantec Consulting Services Inc	Loon & Clear Lake Analysis	651-43140-3000	745.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431403000:					5,116.00
Total Storm Water Utility:					5,116.00
<b>Central Garage Services</b>					
01/28/2022	20220065	IFACS	shop supplies	701-43180-2170	25.96
01/28/2022	20220065	IFACS	shop supplies	701-43180-2170	20.92
01/28/2022	20220072	Locators & Supplies Inc.	nitrile gloves	701-43180-2170	209.70
Total 701431802170:					256.58
01/28/2022	20220061	Ditch Witch of Minnesota	work on drill rig	701-43180-2210	3,768.02
01/28/2022	20220072	Locators & Supplies Inc.	LED strobe inventory	701-43180-2210	466.72
01/28/2022	20220076	Pomp's Tire Service Inc	replaced bad/cut tire	701-43180-2210	262.87
Total 701431802210:					4,497.61
01/28/2022	157635	Amazon	Dolly	701-43180-2400	56.41
01/28/2022	20220078	Tool Sales Company	Tools	701-43180-2400	57.00
Total 701431802400:					113.41
Total Central Garage Services:					4,867.60
<b>Property and Liability Insuran</b>					
01/28/2022	20220060	Dave's Body Shop	2014 F 350 Truck Repairs - Accident	702-49955-3640	1,110.73
Total 702499553640:					1,110.73
Total Property and Liability Insuran:					1,110.73
<b>Equipment Replacement Fund</b>					
01/28/2022	157634	Accessory Pro Warehouse	floor liners	705-49950-5400	151.76
01/28/2022	20220082	Waseca Glass LLC	Running Boards	705-49950-5400	685.20
Total 705499505400:					836.96
Total Equipment Replacement Fund:					836.96
Grand Totals:					588,102.17

Report Criteria:

Report type: GL detail  
 [Report].Amount = {<-} 0

<b>Title:</b>	APPOINTMENT APPLICATION ON THE HISTORIC PRESERVATION COMMISSION.		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	6C
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Jon Michels Application
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to appoint a member to the Heritage Preservation Commission.		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating high quality community assets		

**BACKGROUND:** The Heritage Preservation Commission is composed of five (5) members. The Commission will engage in a comprehensive program of historic preservation, promote the historical resources of the City, and designation of heritage preservation sites. In January City staff received an application from Jon Michels who has conveyed his interest in being on the Heritage Preservation Commission.

**BUDGET IMPACT:** No impact to the City budget.

**RECOMMENDATION:** Staff recommends the Waseca City Council review the application and appoint Jon Michels to the Heritage Preservation Commission for a 3-year term to expire January 31, 2025.

CITY OF WASECA

Board/Commission/Authority Application Form

Date 11/14/2021

Name Jon Michels

Address 819 3rd Ave SE

Occupation: Small business part owner.

Please check the Board/Commission/Authority for which you are applying:

Airport Board

Human Rights Commission

Charter Commission

Community Ed Advisory Board

Park Board

Planning Commission

Economic Development Authority

Heritage Preservation Commission

Housing & Redevelopment Authority

Please tell us why you are interested in serving on this Board/Commission/Authority.

As part owner in a small business in the area, I think I have some insight as to what other businesses are looking for when establishing themselves, expanding, or at minimum seeking to thrive.

Have you previously served on this Board/Commission/Authority? (if yes provide dates)

No.

Have you held, or do you currently hold, an office on this Board/Commission/Authority?

No.

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority.

(List your experience, education, certification, etc.)

Have owned or been part of several small businesses for most of my adult life. I've also worked for several corporations as well. I also follow economics + political policy in my free time.

Please return completed application to Waseca City Hall, ATTN: City Clerk, 508 South State Street, Waseca, MN 56093.

<b>Title:</b>	APPOINTMENT RENWEAL APPLICATION ON THE PARK BOARD		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	6C
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Jeanne Sexton Application
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to renew appointment of Jeanne Sexton on the Park Board		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating high quality community assets		

**BACKGROUND:** The Park Board is an advisory board made up of five (5) members. In January City staff received Park Board applications from Jeanne Sexton requesting to renew her current Park Board positions that expire on January 31, 2022.

**BUDGET IMPACT:** No impact to the City budget.

**RECOMMENDATION:** Staff recommends the Waseca City Council appoint Jeanne Sexton to the Park Board for a 3-year term to expire January 31, 2025.



CITY OF WASECA

Board/Commission/Authority Application Form

Date Jan. 16, 2022

Name Jeanne Sexton

Address 516 9th St NE

Telephone Number: (Home) [redacted] (work) [redacted] email: [redacted]

Occupation: Homemaker / Waseca Jay Swimming Head Coach

Please check the Board/Commission/Authority for which you are applying:

- Airport Board
- Charter Commission
- Park Board
- Economic Development Authority
- Housing & Redevelopment Authority
- Human Rights Commission
- Community Ed Advisory Board
- Planning Commission
- Heritage Preservation Commission

Please tell us why you are interested in serving on this Board/Commission/Authority.

*Have enjoyed serving on the Park Board since 2017 and would still like to serve. I think we have made a lot of progress and still have lots to do & I think I can serve well on the board.*

Have you previously served on this Board/Commission/Authority? (if yes provide dates)

*Yes, since 2017. to present.*

Have you held, or do you currently hold, an office on this Board/Commission/Authority?

*No, however, when asked to lead when an officer is absent, I have been willing to lead the group.*

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority.

(List your experience, education, certification, etc.)

*I am a very active member of the Park Board. I do my research in understanding ~~and~~ <sup>the</sup> tasks I volunteer to activate when asked to do them. Am willing to approach City Staff if I have questions & concerns.*

Please return completed application to Waseca City Hall, ATTN: City Clerk, 508 South State Street, Waseca, MN 56093.



CITY OF WASECA

*Request for City Council Action*

<b>Title:</b>	PETITION FOR ABANDONMENT OF A PORTION OF COUNTY DITCH CD 15-1		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>6D</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Petition for Partial Abandonment
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to Approve Submittal of a Petition for Partial Abandonment of County Ditch CD 15-1		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating high quality community assets.		

**BACKGROUND:** The Waseca County Drainage Authority has recently ordered a Redetermination of Benefits for County Ditch CD 15-1. CD 15-1 consists of subsurface drainage tile from near the RR tracks north of Oak Park, south and east to Gaiter Lake, and then north to Clear Lake (see Exhibit A of the attached Petition).

Based on staff field observations, the portion of CD 15-1 west of Gaiter Lake has either been abandoned (sealed off) or drains directly into the existing City storm sewer system. The portion of CD 15-1 between Gaiter Lake and Clear Lake remains in use and would still be under the County Drainage Authority’s jurisdiction.

In order to abandon the section of CD 15-1 west of Gaiter Lake, a petition needs to be submitted by the City requesting the abandonment. With successful abandonment, that portion of CD 15-1 would then be under the City’s jurisdictional control.

**BUDGET IMPACT:** With partial abandonment, the Redetermination of Benefits for CD 15-1 will need to be recalculated. Currently, the estimated CD 15-1 assessment for the City totals \$2,565.77.

**RECOMMENDATION:** Staff recommends the Waseca City Council approve the submittal of a Petition for Partial Abandonment of County Ditch CD 15-1.

**BEFORE THE WASECA COUNTY BOARD OF  
COMMISSIONERS ACTING AS DRAINAGE AUTHORITY FOR  
WASECA COUNTY DITCH #15-1**

**Petition for the Partial Abandonment of  
Portions of Waseca County Ditch #15-1,  
Pursuant to Minnesota Statutes 103E.806**

**WHEREAS**, pursuant to Minnesota Statutes 103E.806, petitioner seeks to partially abandon a portion of Waseca County Ditch #15-1; and

**WHEREAS**, the petitioner is owner of property within the Waseca County Ditch #15-1 system; and

**WHEREAS**, the portion to be abandoned does not serve a public benefit and utility and does not serve a substantial useful purpose to any property within the system; and

**WHEREAS**, the area to be partially abandoned is described as follows:

All that part of CD #15-1 lying south and westerly of the Gaiter Lake outlet structure, located in Government Lots 3 and 4, the NE ¼ SW ¼, SE ¼ SW ¼ Section 17-T107N-R22W and terminating in the SE ¼ NW ¼ Section 17-T107N-R22W, all in Waseca County, and as shown on the attached tile abandonment map labeled **Exhibit A**; and

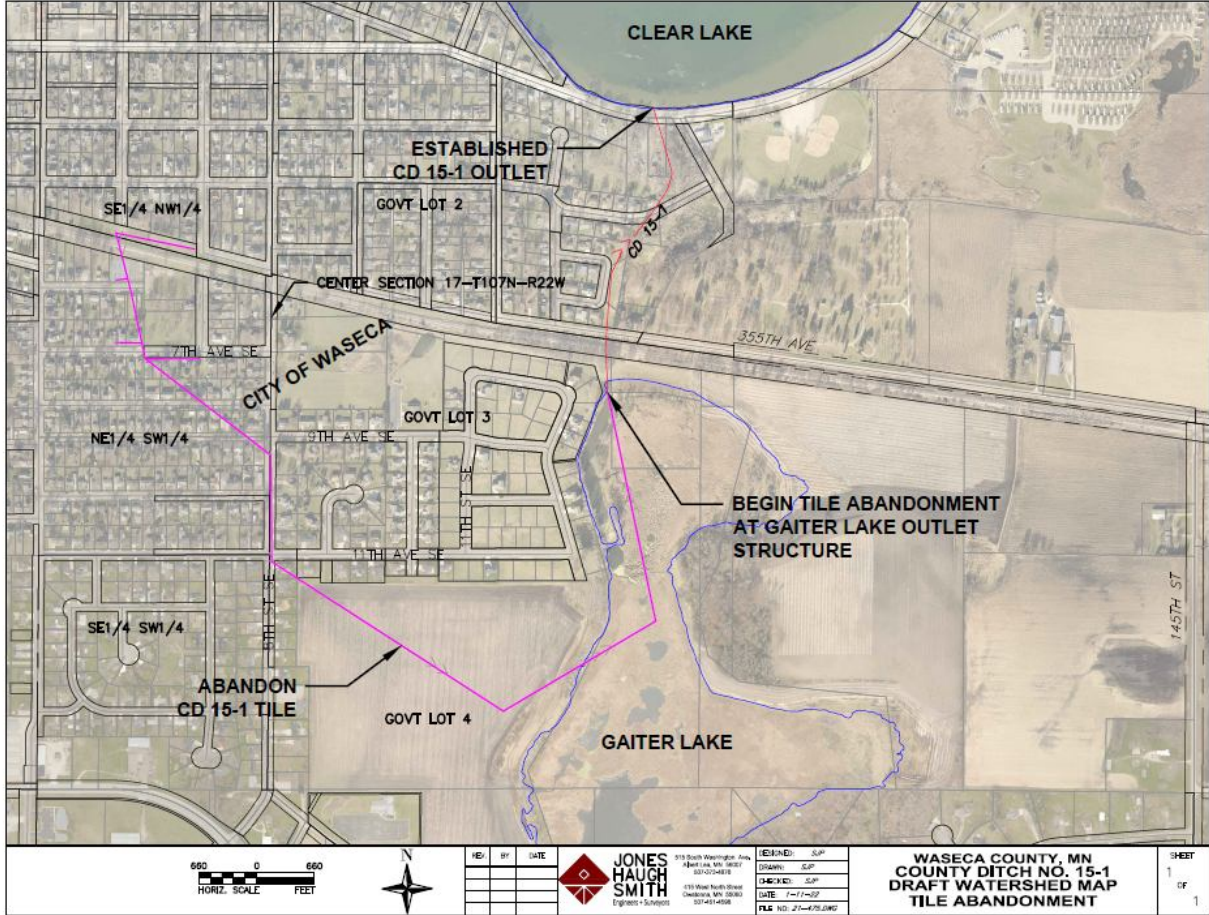
**WHEREAS**, petitioner requests a public hearing, pursuant to Minnesota Statutes 103E.806, Subd. 3, be held and to proceed to the partial abandonment of the above described portion of Waseca County Ditch #15-1.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF WASECA

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**  
**TILE ABANDONMENT MAP**



REV.	BY	DATE



313 South Washington Ave.  
Mankato, MN 56007  
509-224-6818  
533 West North Street  
Owatonna, MN 56002  
509-441-4488

DESIGNED:	SLP
DRAWN:	SLP
CHECKED:	SLP
DATE:	7-11-22
FILE NO.:	21-075.DWG

**WASECA COUNTY, MN  
COUNTY DITCH NO. 15-1  
DRAFT WATERSHED MAP  
TILE ABANDONMENT**

SHEET
1
OF
1



CITY OF WASECA

*Request for City Council Action*

<b>Title:</b>	RESOLUTION 22-09 APPROVING SHARED ROADWAY MAINTENANCE RESPONSIBILITIES WITH WOODVILLE TOWNSHIP		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>6E</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution 22-09 Location Maps
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Resolution 22-09 to approve shared roadway maintenance responsibilities with Woodville Township		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating high quality community assets.		

**BACKGROUND:** On November 2, 2021, Woodville Township adopted resolutions detailing their willingness to share roadway maintenance responsibilities with the City at the following locations:

1. **375<sup>th</sup> Avenue / 26<sup>th</sup> Avenue NE** from the East City Limits to 143<sup>rd</sup> Street:
  - City of Waseca: Winter maintenance
  - Woodville Township: Mowing and brush removal
  
2. **14<sup>th</sup> Avenue SE / 139<sup>th</sup> Street / 345<sup>th</sup> Avenue** from 8<sup>th</sup> Street SE to 145<sup>th</sup> Street:
  - City of Waseca: None
  - Woodville Township: Mowing, brush removal, and winter maintenance

See attached location maps for details.

City staff has already been meeting these obligations and therefore recommends approval of the roadway maintenance obligations set forth in the Woodville Township resolutions.

**BUDGET IMPACT:** None.

**RECOMMENDATION:** Staff recommends the Waseca City Council adopt Resolution 22-09 approving shared roadway maintenance responsibilities with Woodville Township.

**RESOLUTION NO. 22-09**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
APPROVING SHARED ROADWAY MAINTENANCE RESPONSIBILITIES  
WITH WOODVILLE TOWNSHIP**

**WHEREAS**, On November 2, 2021, Woodville Township approved Resolution No. 2102 and Resolution No. 2103 detailing their willingness to share the following roadway maintenance responsibilities with the City of Waseca:

1. The City of Waseca will complete winter maintenance and Woodville Township will complete mowing and brush removal along 375<sup>th</sup> Avenue / 26<sup>th</sup> Avenue NE from the East City Limits to 143<sup>rd</sup> Street.
2. Woodville Township will complete mowing, brush removal, and winter maintenance along 14<sup>th</sup> Avenue SE / 139<sup>th</sup> Street / 345<sup>th</sup> Avenue from 8<sup>th</sup> Street SE to 145<sup>th</sup> Street.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waseca approves the aforementioned shared roadway maintenance responsibilities.

**BE IT FURTHER RESOLVED**, that these responsibilities shall remain in effect for approximately five (5) years and shall terminate on December 31, 2027, unless otherwise modified, extended, or terminated by mutual written agreement of the City of Waseca and Woodville Township.

Adopted this 1<sup>st</sup> day of February 2022.

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R.D. SRP  
MAYOR

ATTEST:

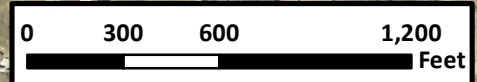
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JULIA HALL  
ADMINISTRATIVE CLERK

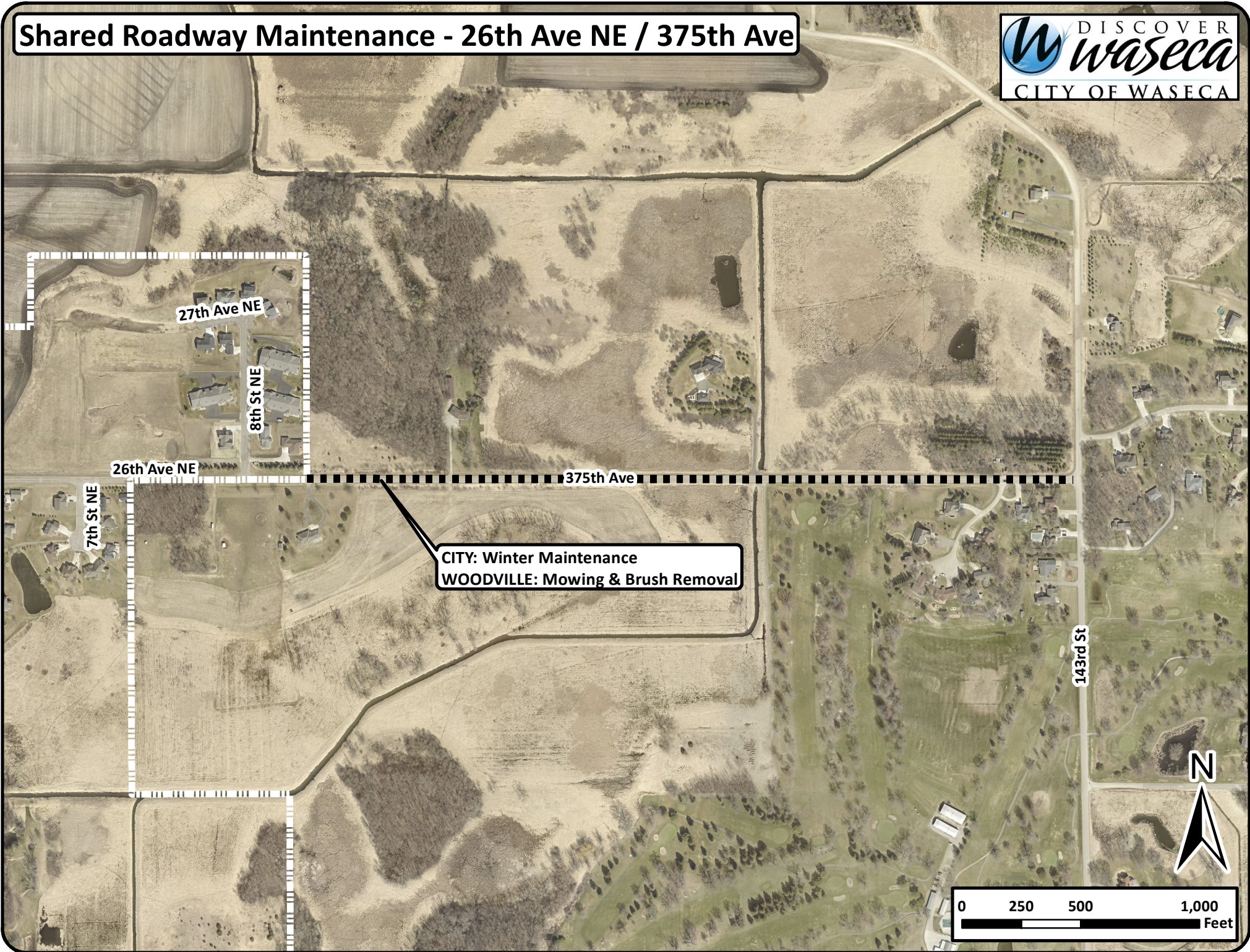
# Shared Roadway Maintenance - 14th Ave SE / 139th St / 345th Ave



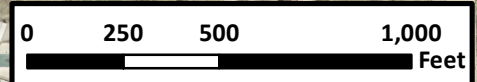
CITY: None  
WOODVILLE: Winter Maintenance,  
Mowing, and Brush Removal



# Shared Roadway Maintenance - 26th Ave NE / 375th Ave



**CITY: Winter Maintenance**  
**WOODVILLE: Mowing & Brush Removal**





<b>Title:</b>	APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE BIDS FOR THE NORTH STATE STREET TRUNK WATER MAIN IMPROVEMENTS PROJECT (CITY PROJECT 2022-07)		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>6F</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Engineer's Estimate Stantec Agreement Resolution 21-35
<b>Originating Department:</b>	Water Utility	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Actions:</b> Motion to approve plans and specifications and authorizing bids for the North State Street Trunk Water Main Improvements Project (City Project No. 2022-07)		
<b>How does this item pertain to Vision 2030 goals?</b>	High quality community assets are improved when the City replaces worn out infrastructure.		

**BACKGROUND:** The existing water main along North State Street (Hwy 13) between 11<sup>th</sup> Avenue and 19<sup>th</sup> Avenue has deteriorated and has been experiencing a high number of breaks over the past few years. This section of water main has also been identified through modeling and analysis as a priority for upsizing to improve overall water system operations throughout Waseca. Replacement of the deteriorated water main with new 16" pipe will provide better fire protection and flow from the 1994 North Water Tower and City Well No. 5 and will resolve costly repairs and shut-downs of water service due to water main breaks along this corridor.

The City Council passed Resolution No. 21-35 on July 20<sup>th</sup>, 2021, in support of this water main project. If Council approves staff's recommendation to approve the engineering plans and advertise for bids, then bids will be returned to the Council for consideration. The anticipated project timeline is outlined as follows:

- Submittal of Final Construction Plans to the City – January 25, 2022
- Submittal to MnDOT (Permit or State Aid Review) – January 26 or 27, 2022
- City Council resolution approving plans and authorizing bids - February 1, 2022
- Submit Ad for bid to Waseca County News and Qwest CDN for Publication - February 11, 2022 (Submission Deadline is Friday at 5:00 PM for next Wednesday Publication)
- Publish Advertisement for Bids in Waseca County News - February 16, 2022
- Bid Opening on March 10, 2022
- Contract Award at the March 15, 2022, or April 5, 2022, City Council meeting.

**BUDGET IMPACT:** The City Council passed the 2022 Water Utility budget, which includes \$1.725 million for North State Street water main replacement, with various water services to be replaced as well. A breakdown of the engineer’s estimate of \$1,314,303.44 is shown below:

<b>North State Street Trunk Water Main Improvements Project Total Cost Summary</b>	
<b>Item</b>	<b>Estimated Cost</b>
Water Main Construction Items	\$870,374.48
Surface (Right of Way) Restoration	\$91,749.17
<b>Construction Subtotal:</b>	<b>\$962,123.65</b>
Contingency (15% of Subtotal)	\$144,318.55
Engineering (Design, Soils & Materials Testing, and Construction Inspection)	\$207,861.24
<b>Total Project Cost:</b>	<b>\$1,314,303.44</b>

**ALTERNATIVES CONSIDERED:** This project has been deferred since 2018.

**RECOMMENDATION:** Staff recommends the City Council approve the plans and specifications and authorize bids for the North State Street Trunk Water Main Improvements Project (City Project No. 2022-07).

**RESOLUTION NO. 21-35**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STANTEC FOR PROFESSIONAL DESIGN AND CONSTRUCTION SERVICES AND WITH AMERICAN ENGINEERING TESTING INC. FOR CONSTRUCTION TESTING SERVICES FOR THE NORTH STATE STREET WATER MAIN IMPROVEMENTS PROJECT (NO. 2022-06)**

**WHEREAS**, the existing water main along North State Street between 11<sup>th</sup> Avenue and 19<sup>th</sup> Avenue has deteriorated and is in need of replacement; and,

**WHEREAS**, replacement of the existing water main with larger 16" pipe would improve overall water system operation and fire protection; and,

**WHEREAS**, the City intends to make these improvements through the North State Street Water Main Improvements Project; and,

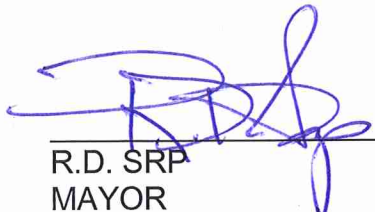
**WHEREAS**, the City desires to hire a consultant to provide professional design and construction services for this project; and,

**WHEREAS**, Stantec is qualified to provide said professional services in accordance with the terms and conditions of their Master Services Agreement with the City; and,

**WHEREAS**, American Engineering Testing Inc. will be selected to provide construction testing services through a separate City contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Waseca, Minnesota that the City Manager for the City of Waseca is hereby authorized to execute a contract with Stantec for professional services and to execute a contract with American Engineering Testing Inc. for construction testing services, all of which are related to the design and construction of the North State Street Water Main Improvements Project.

Adopted this 20<sup>th</sup> day of July 2021.

  
\_\_\_\_\_  
R.D. SRP  
MAYOR

ATTEST:

  
\_\_\_\_\_  
MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER



**Stantec Consulting Services Inc.**  
6188 Rome Circle NW  
Rochester MN 55901  
Tel: (507) 282-2100  
Fax: (507) 282-3100

July 6, 2021  
Carl Sonnenberg – Waseca Utilities Director  
Nathan Willey – Waseca City Engineer  
City of Waseca  
508 S. State Street  
Waseca, MN 56093

Reference: **North State Street Trunk Watermain Improvements (11<sup>th</sup> to 19<sup>th</sup> Avenue N.)  
Design, Construction Document Preparation, Bidding Assistance &  
Construction Services**

Dear Carl and Nate,

The City of Waseca is planning to upgrade watermain along North State Street between 11<sup>th</sup> Avenue N and Well No. 5 at 19<sup>th</sup> Avenue N. The improvement of the North State Street watermain has been identified as a priority based on past water system modeling and analysis and would improve overall system operation and fire protection. The existing 6-inch diameter watermain in this corridor has been subject to numerous breaks over the years, is badly deteriorated and in need of replacement. The proposed 16-inch watermain replacement will both eliminate the high frequency of watermain breaks and provide greatly improved conveyance capacity. Horizontal directional drilling construction methods will be considered for both watermain and water service connection construction to minimize impacts to Trunk Highway 13 and connecting City streets, driveways, pathways, and sidewalks as well as facilitate more streamlined construction within a segment of North State Street (TH 13) that is highly congested with vehicular traffic and underground utilities.

The City has asked Stantec to design and prepare construction and bidding documents as well as provide construction services for the North State Street watermain improvements work mentioned above. Construction plans will need to be MnDOT reviewed and approved and are to include pavement repair typical sections, MnDOT standard plans and detail plates for ADA compliance, construction and traffic control notes, proposed utility schedules, SWPPP narrative, erosion control and turf establishment, existing conditions/removals, MnDOT and city right-of-way mapping, watermain plan/profile design, street repair including ADA compliant pedestrian ramp/sidewalk design, storm sewer adjustment design and standard utility construction details. A Project Manual and construction cost estimate detailing all pay items included in construction plans will be prepared in separate documents. Construction for this project is anticipated to take place from May 2022 through September 2022. During the project construction phase, Stantec will provide construction services including construction administration, construction observation and documentation, and utility and surface repair construction staking. A detailed breakdown of each of these services is included in the work plan attached to this proposal.



**Reference: North State Street Trunk Watermain Improvements (11<sup>th</sup> to 19<sup>th</sup> Avenue N.)**

## **Engineering Services**

We have discussed this project with you and have consulted with various members of our municipal design services team to develop a detailed work plan for this project. Enclosed is our Project Work Plan which includes a detailed project scope, proposed work tasks and estimated hours, associated project assumptions and estimated reimbursable expenses for your information. The project work plan breaks the project work tasks down into four elements as follows:

1. Project Management, Utility Coordination & Permitting
2. Preliminary Survey Mapping and Soil Borings Coordination
3. Design, Bidding Document Preparation & Bidding Services
4. Construction Services and Record Plan

## **Compensation and Schedule**

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete the work detailed in our scope of services on an hourly rate basis not to exceed \$195,373 plus reimbursable expenses estimated at \$4,420 for a total estimated fee of \$199,793 and in accordance with the terms and conditions of our Master Services Agreement with the City of Waseca. Upon acceptance of this proposal and notification to proceed from the City of Waseca, we will initiate work on the proposed tasks as described in the Work Plan. We will advance the project work based upon the City's desire to be able to bid the project in ~February 2022 with construction commencing in the spring of 2022. Should you have any questions or concerns, please feel free to contact me at (507) 529-6036.

Regards,

**STANTEC CONSULTING SERVICES INC.**

A handwritten signature in blue ink that reads "Joseph C. Palen".

Joseph C. Palen, PE  
Principal  
Phone: (507) 529-6036  
[Joseph.palen@stantec.com](mailto:Joseph.palen@stantec.com)



**Reference: North State Street Trunk Watermain Improvements (11<sup>th</sup> to 19<sup>th</sup> Avenue N.)**

By signing this proposal, the City of Waseca authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that this work shall be completed in accordance with the Master Service Agreement effective February 24, 2012.

Per: City of Waseca

Lee Mattson  
Title: Waseca City Manager



Signature

Carl Sonnenberg  
Title: Waseca Utilities Director



Signature



**North State Street Trunk Watermain Improvements (11th to 19th Avenue N.)**  
**Work Plan for Engineering Design, Bidding Document Preparation and Construction Services**  
*Summary of Total Estimated Hours and Fees*

Major Tasks	Project Manager	Design Engineer	Design Engineer	Senior Technician	1-Person Survey Crew	2-Person Survey Crew	Clerical	Total Hours	Cost
<b>Team Members</b>	Joe Palen, PE	Mackenze Grunig	Tom Moen	Ken Hames	Pat Walker	Pat Walker + Rodman	Alexis Jorgenson		
<b>Task 1: Project Management, Utility Coordination &amp; Permitting</b>	60	38	2				4	104	\$17,954.00
<b>Task 2: Survey, Mapping and Soil Borings Coordination</b>	10	44	24	8	78			164	\$24,918.00
<b>Task 3: Design, Bidding Document Preparation &amp; Bidding Services</b>	103	99	189	2			19	412	\$61,042.00
<b>Task 4: Construction Services and Record Plan</b>	32	29	110	331		71	8	581	\$91,459.00
<b>Labor Hours Subtotal (Hourly - Not to Exceed)</b>	<b>205</b>	<b>210</b>	<b>325</b>	<b>341</b>	<b>78</b>	<b>71</b>	<b>31</b>	<b>1261</b>	<b>\$195,373.00</b>
Average Hourly Rates 2021 and 2022	\$199	\$143	\$130	\$149	\$158	\$235	\$80		
<b>Reimbursable Expenses</b>									
Mileage (7,000 miles at \$0.56/mile) - (Assumes half construction services mileage billed to 8th Street SE Reconstruction project)									\$3,920.00
Printing and Copies (10 construction plans and project manuals)									\$500.00
<b>Total Reimbursable Expenses</b>									<b>\$4,420.00</b>
<b>Proposed Total Labor and Reimbursable Expenses Fee (Not to Exceed)</b>									<b>\$199,793.00</b>



**North State Street Trunk Watermain Improvements (11th to 19th Avenue N.)  
Work Plan for Engineering Design, Bidding Document Preparation and Construction Services**

Tasks	Project Manager	Design Engineer	Design Engineer	Senior Technician	1 Person Survey Crew	2 Person Survey Crew	Clerical	Total Hours
<b>Assumptions:</b>								
~ Project includes the construction of a 16" trunk watermain along the east side of North State Street from 11th Avenue N to 19th Avenue N. Trunk watermain improvements and associated water service crossings will predominantly be installed using horizontally directional drilling techniques.								
~ No Easement Acquisition, Wetland Delineation or Public Engagement efforts will be required as part of the design process. These supplemental services can be provided at Waseca's request and will be on an hourly basis.								
~ Labor for design and deliverable quality control review hours have been incorporated into the individual task items.								
~ Project Management task is intended for the Design phase of the project (~8 months). Construction Administration and Management tasks are accounted for separately in construction services tasks.								
<b>Task 1: Project Management, Utility Coordination &amp; Permitting</b>								
1.1 - General Project Management: Manage and administer day-to-day issues related to project including project set up, safe work practices, invoicing, staff and resource management.	10						2	12
1.2 - Project Management Team Meetings: Prepare for and attend project kickoff meeting and up to two (2) project coordination meetings with Waseca staff. Prepare meeting agendas, discussion exhibits and meeting notes with action times and summary of design decisions as needed.	20	6						26
1.3 - Plan, schedule and coordinate project work tasks with design team and City staff.	12							12
1.4 - Conduct Private Utility Impact Analysis: Evaluate private utility impacts associated with proposed watermain improvements. Contact private utilities that would have significant impacts to their infrastructure and document relocation concerns and issues.	2	8	2					12
1.5 - Send construction plans, project schedule and invitation to Utility Coordination Meeting attendees. Conduct a utility design coordination meeting with all utility owners within the project corridor. Discuss proposed watermain improvement impacts to existing utilities and related private utility improvement and relocations plans and schedules. A second utility coordination meeting will be conducted in conjunction with the project preconstruction meeting.	4	16						20
1.6 - Permit Applications: Prepare and submit permit applications on behalf of the City of Waseca to - MDH Watermain Plan Review, MnDOT utility work in TH 13 right-of-way, and assist contractor in applying for NPDES Stormwater Construction permit. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) is included in Task 4. City to pay all permit / application fees directly.	4	8					2	14
1.7 - Provide City staff with weekly project status updates via email or phone call as needed. Discuss design and construction document issues, project schedule, budget and other project related items.	8							8
<b>Task 1 - Total:</b>	<b>60</b>	<b>38</b>	<b>2</b>				<b>4</b>	<b>104</b>
<b>Task 2: Survey, Mapping and Soil Borings Coordination</b>								
<b>Assumptions:</b>								
~Stantec to request utility locates for, survey and map the entire TH 13 right-of-way from 200' south of 11th Avenue N to 200' north of 19th Avenue N.								
~Stantec will identify locations for soil borings and geoprobes after watermain alignment has been selected and potential sources of contaminated material have been identified. Stantec will assist the City in soliciting quotes for the soil boring, geoprobes, soils testing and preparation of geotechnical report. No Phase 1 or Phase 2 EAS is included in this work plan. The City of Waseca will contract and pay for all geotechnical work directly with the selected geotechnical consultant.								
2.1 - Establish survey vertical and horizontal control throughout project area. Locate adjacent existing property corners to confirm location of State Street right-of-way.		2			10			12
2.2 - Coordinate location of private utilities within project area using Gopher State One Call. (Assume multiple calls / meetings will be required).		12						12
2.3 - Conduct topographic survey as needed to complete project design. Assume watermain replacement will require survey of 3600 LF corridor.	2			8	60			70
2.4 - Download topographic survey points, generate automated survey line work, 3 dimensional surface (DTM), and generate topographic mapping. Supplement mapping linework using 2020 aerial photo provided by Waseca. Also incorporate previous Stantec design information, City record drawings, sewer service pipe locations from City televising reports into Stantec CAD database.		16	24		2			42





**North State Street Trunk Watermain Improvements (11th to 19th Avenue N.)  
Work Plan for Engineering Design, Bidding Document Preparation and Construction Services**

Tasks	Project Manager	Design Engineer	Design Engineer	Senior Technician	1 Person Survey Crew	2 Person Survey Crew	Clerical	Total Hours
2.5 - Review potential sources of contamination using MPCA - What's in my Neighborhood tool and City staff experience with excavations in the area. Layout soil boring and geoprobe location and depth based upon preliminary design 16" watermain alignment and develop figure for geotechnical investigation. Review and confirm soil boring recommendations with the City. Prepare solicitation for quotes for approximately 8-15 soil borings / geoprobes and associated soil testing, coordinate work with selected Geotechnical Consultant. City of Waseca to pay Geotechnical Consultant directly for soil borings, testing and geotechnical report.	4	12						16
2.6 - Stake soil borings / geoprobes and coordinate boring work with Geotechnical consultant. Review geotechnical report upon completion, incorporate geotechnical information into construction drawings and make recommendation to City for payment of geotechnical work.	4	2			6			12
<b>Task 2 - Total:</b>	<b>10</b>	<b>44</b>	<b>24</b>	<b>8</b>	<b>78</b>			<b>164</b>
<b>Task 3: Design, Bidding Document Preparation &amp; Bidding Services</b>								
<b>Assumptions:</b>								
<ul style="list-style-type: none"> <li>~ No formal detour route will need to be designed or included in the project. Traffic Control and Lane closures will employ standard layouts from the Minnesota Temporary Traffic Control Field Manual.</li> <li>~ The watermain improvements will predominantly be designed and constructed using horizontal directional drilling techniques that minimize the need to reconstruct existing roadways, pathways and turn lanes.</li> <li>~ Contaminated or hazardous material excavations will be minimized by the use of Horizontal directional drilling.</li> <li>~ No sanitary sewer or storm sewer reconstruction will be required as part of the project.</li> <li>~ No easement acquisition services will be required from Stantec.</li> <li>~ Construction plan set formatting will be similar to what was prepared for the Brown Avenue and Well No. 3 trunk watermain project.</li> <li>~ All work to be completed in AutoCAD Civil 3D format.</li> </ul>								
3.1 - Review water system hydraulic model to confirm modeling completed in 2014 and that the proposed 16-inch watermain along State Street North is appropriately sized and configured based upon Waseca's current water system and anticipated future water system improvements. Summarize modeling results and proposed watermain improvements within a technical memorandum.	18						1	19
3.2 - Prepare final construction plans for 16" diameter watermain to replace the existing watermain along North State Street between 11th and 19th Avenue. Watermain construction shall utilize horizontal directional drilling techniques where feasible. Proposed watermain improvements design and construction plans will include review of existing and proposed valves and hydrant configurations, reconnection to existing water services along State Street including using horizontal directional drilling techniques for approximately 5 water services east of TH 13 and 5 water services west of TH 13; abandonment of the existing watermain under 13th Avenue between 12th Avenue NW and North State Street; connection to the planned 14th Avenue NW watermain improvements to be constructed in the fall of 2021; replacement of the existing watermain crossing under TH 13 (in casing) at 14th Avenue NW; abandonment of existing watermain within State Street North corridor; configuration of temporary water service facilities; the reconstruction of all existing surface and drainage features disturbed by construction. The Construction Plan content shall include the following:								
~ Title Sheet	1		4					5
~ Legend Sheet			1					1
~ Pavement Repair Typical Sections Sheet	2	2	8					12
~ Standard Utility Detail Plate Sheets and MnDOT Standard Plans for Pedestrian Ramp replacements.	2	2	12					16
~ General construction notes and project access, phasing, traffic control and construction staging related to Utility Installation.	2	8						10
~ Proposed Utility schedules for Water Main, Services, Adjustments and Removals.		4	16					20
~ Storm Water Pollution Prevention Plans / Narrative.		2	4					6
~ Erosion & Sediment Control / Turf Establishment Plans (1200' per sheet - Double viewport).		4	12					16
~ Existing Conditions, right-of-way mapping with MnDOT Stationing and Removals (600' per sheet)	2	8	24					34
~ Water Main Plan and Profile Sheets - Includes existing conditions and proposed watermain reconstruction: Proposed utility improvement shown in split plan view, proposed utilities illustrated on profiles view and include the following:	10	12	40					62



**North State Street Trunk Watermain Improvements (11th to 19th Avenue N.)  
Work Plan for Engineering Design, Bidding Document Preparation and Construction Services**

Tasks	Project Manager	Design Engineer	Design Engineer	Senior Technician	1 Person Survey Crew	2 Person Survey Crew	Clerical	Total Hours
~Existing sanitary sewer, storm sewer and water main in plan / profile.								
~Sanitary sewer and water main services in plan view.								
~Illustrate MnDOT storm sewer in profile to avoid vertical conflicts.								
~Pipe size, length, type, construction method, casing and gradient for all proposed watermain and water service improvements.								
~Temporary water service requirements.								
~ Surface restoration and repairs including the following: sidewalk, pathways, driveway access, trunk highway pavement, City street pavement, culverts and minor storm sewer adjustments resulting from watermain trenching operations. We assume up to (4) four pedestrian ramps will need to be redesigned and replaced per MnDOT ADA standards and that MnDOT Staff will review and comment on pedestrian ramp design.	4	8	40					52
~ Signage, Pavement Markings (1200' per sheet - Double viewport)	2		4					6
3.3 - Quantity calculation and cost estimates for 70% & 95% construction plan submittal to City for review.	8	16						24
3.4 - Submit Preliminary Watermain Reconstruction Plans to MnDOT for review and comment at 70% & 100% complete. Correspondence with City and MnDOT, address MnDOT comments and modify construction plans as required.	8	16	24					48
3.5 - Develop Project Manual including ad for bid, construction contracts, bidding requirements, Form of Proposal, construction specifications, etc.	32	4					4	40
3.6 - QA/QC review and revisions.	8	10						18
3.7 - Assist the City of Waseca throughout the bidding process: Facilitate advertisement of bids for project construction in Local Paper and on Quest CDN for electronic bid submittal and opening. Prepare addenda as needed for corrections, clarifications, or additions during the bidding process. Assist the City in securing electronic bid submittals, analyze bids and prepare a bid tabulation, and prepare a letter to the City summarizing the bids and recommending bid award.	4	2		2			8	16
3.8 - Produce ten (10) bound copies of the Construction plans and Contract documents. Send Contract documents to contractor and City for execution.							6	7
<b>Task 3 - Total:</b>	<b>103</b>	<b>99</b>	<b>189</b>	<b>2</b>			<b>19</b>	<b>412</b>

**Task 4: Construction Services and Record Plan**

**Assumptions applied to all tasks:**

~ Construction Services anticipated to occur from May 15, 2022 to Sept 2, 2022 (approximately 15 weeks). We assume there will be approximately 2 weeks where little work will be done due to rain, contractor scheduling, etc. In total, we estimate 13 weeks of active construction.

~ We assume the North State Street Watermain work will occur concurrently with the planned 8th Street SE utility and street improvements. This work plan assumes that Stantec will be providing construction services on both projects that will result in some efficiencies that will reduce construction services costs for both projects.

~A Testing Consultant (same as the 8th Street SE project) contracted directly by the City of Waseca will provide materials and density testing and bituminous / concrete plant monitoring as required by City and MnDOT permit. Stantec will coordinate testing work with City's Testing Consultant and will also sample aggregates and deliver to Testing Consultant for testing. Stantec will also provide field concrete testing (air, slump and cylinder casting) to reduce testing costs for the City. The estimated Testing Consultant materials testing costs have NOT been included in this proposal.

~ Construction staking will be completed with total station or GPS survey equipment. Restaking will be minimal. Significant restaking efforts required due to contractor error or carelessness will be paid for by the Contractor. Stantec will not be responsible to replace property pins impacted by construction.

~ Stantec Staff travel time from Rochester or Minneapolis office is included in labor estimate and fee. In addition, this estimate of construction administration, observation and construction staking is subject to amendment and is dependent upon assumptions made regarding the projects duration, contractor work hours, weather conditions and coordination with City Staff.

**Construction Administration Tasks**

4.1 - Prepare for and attend preconstruction meeting in April 2022. Prepare meeting minutes.	4	4		4				12
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**North State Street Trunk Watermain Improvements (11th to 19th Avenue N.)  
Work Plan for Engineering Design, Bidding Document Preparation and Construction Services**

<b>Tasks</b>	<b>Project Manager</b>	<b>Design Engineer</b>	<b>Design Engineer</b>	<b>Senior Technician</b>	<b>1 Person Survey Crew</b>	<b>2 Person Survey Crew</b>	<b>Clerical</b>	<b>Total Hours</b>
4.2 - Communications and coordination with property and business owners impacted by construction. Construction coordination and communication efforts with business owners will be completed as directed by City Staff and may include a public open house event, one-on-one meetings or periodic mailed / emailed project updates.	8	8		12				28
4.3 - Construction Administration: Interpretation of the construction plans and specifications and project construction coordination and oversight. Construction Administration services including the following work tasks: ~Attend construction coordination meetings with City Staff and Contractor as needed. ~ Monthly pay vouchers. City to process payment. ~ Construction contract Change Orders. City to approve and encumber funds as needed. ~ Review and comment on Contractor proposed construction phasing, staging and access configuration for local traffic. ~ Review and comment on Contractor monthly construction scheduling submittals. ~ Weekly review of Contractor construction traffic Control signage. ~Assemble required project documentation for all construction materials.  ~Stantec Construction Team to obtain material samples (for City of Waseca funded items) and deliver to testing consultant or City / MnDOT for testing per City and MnDOT Permit requirements. Stantec Construction Team shall also coordinate field testing (trench density) for watermain installation.  ~Conduct a final inspection of the project for conformance with contract documents and review the final payment request from the contractor. ~ Final Pay Voucher. City to process payment. ~ Traffic Control checklists ~ Quantity measurements/diagrams ~ Item Record Accounts for each pay item	16	16		64			8	104
4.4 - Review and comment on shop drawings. Coordinate modifications with contractor.		1		4				5
4.5 - Prepare letter recommending City final acceptance of constructed improvements. Obtain record information from field representatives.	2			2				4
<b>Construction Observation</b>								
4.6 - Provide part time observation of all project infrastructure improvements including public utility and drainage improvements, roadway reconstruction / rehabilitation and sidewalk and pedestrian improvements. Observation Services also to include the following: ~ Observe and record Contractor daily construction activities. Review construction materials, techniques and methods for conformance to the construction drawings and specifications. ~ Observe and record Contractor testing of City utilities and review post-construction televising reports.			80	245				325
<b>Construction Staking</b>								
4.7 - Perform all construction staking of removals, utility improvements, curb and gutter, sidewalk, pedestrian ramps, and bituminous repairs. Anticipated staking summarized as follows: ~ Staking at 50' intervals plus manholes, valves and hydrants. ~ Curb stakes at 25 foot intervals. ~ Sidewalk pathway stakes at 25 foot intervals, signage, driveway, etc. Control stake for pedestrian ramp replacements ~ Provide cut sheets for all staking activities.			6			63		69
<b>Record Plans</b>								
4.8 - Prepare Record Plans - Record drawings will be prepared with survey grade information collected after installations are completed. Surveyed items include installed valve boxes, hydrants, and curb stops. These record drawings will be prepared in a CAD Civil 3D format compatible with the format of the original plan design and delivered to the City within 90 days of construction completion. Provide a digital CAD file of the as-built record drawings using the Waseca County Coordinate System.	2		24			8		34
<b>Task 4 - Total</b>	<b>32</b>	<b>29</b>	<b>110</b>	<b>331</b>		<b>71</b>	<b>8</b>	<b>581</b>

CITY OF WASECA  
WASECA - NORTH STATE STREET  
ENGINEERS' ESTIMATE OF 2022 PROBABLE COSTS  
Tuesday, January 25, 2022

	UNIT	QUANT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL	
<b>PART 1: WATER MAIN IMPROVEMENTS</b>					
1	MOBILIZATION	LS	1	\$60,000.00	\$60,000.00
2	TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00
3	4" C900 DR18 PVC WATER MAIN, INCL. TRACER WIRE	LF	100	\$50.00	\$5,000.00
4	6" C900 DR18 PVC WATER MAIN, INCL. TRACER WIRE	LF	143	\$56.00	\$7,984.48
5	6" C900 DR18 PVC WATER MAIN WITHIN EXISTING CASING	LF	60	\$120.00	\$7,200.00
6	8" C900 DR18 PVC WATER MAIN, INCL. TRACER WIRE	LF	45	\$75.00	\$3,375.00
7	12" C900 DR18 PVC WATER MAIN, INCL. TRACER WIRE	LF	5	\$90.00	\$450.00
8	16" FUSIBLE C900 DR18 PVC WATER MAIN, DIRECTIONALLY DRILLED, INCL. TRACER WIRE	LF	2925	\$140.00	\$409,500.00
9	4" GATE VALVE AND BOX	EA	2	\$2,200.00	\$4,400.00
10	6" GATE VALVE AND BOX	EA	11	\$2,700.00	\$29,700.00
11	8" GATE VALVE AND BOX	EA	1	\$3,400.00	\$3,400.00
12	16" GATE VALVE AND BOX	EA	9	\$8,500.00	\$76,500.00
13	CONNECT TO EXISTING (WATER MAIN)	EA	11	\$3,000.00	\$33,000.00
14	HYDRANT	EA	10	\$5,600.00	\$56,000.00
15	DUCTILE IRON FITTINGS	LB	4500	\$13.00	\$58,500.00
16	1" CURB STOP AND BOX	EA	5	\$600.00	\$3,000.00
17	1 1/2" CURB STOP AND BOX	EA	6	\$900.00	\$5,400.00
18	1" CORPORATION STOP WITH SADDLE	EA	5	\$550.00	\$2,750.00
19	1 1/2" CORPORATION STOP WITH SADDLE	EA	6	\$750.00	\$4,500.00
20	1" DR 11, HDPE WATER SERVICE PIPE (OPEN TRENCH)	LF	135	\$25.00	\$3,375.00
21	1" DR 11, HDPE WATER SERVICE PIPE (DIRECTIONAL DRILL)	LF	110	\$36.00	\$3,960.00
22	1 1/2" DR 11, HDPE WATER SERVICE PIPE (OPEN TRENCH)	LF	35	\$28.00	\$980.00
23	1 1/2" DR 11, HDPE WATER SERVICE PIPE (DIRECTIONAL DRILL)	LF	490	\$38.00	\$18,620.00
24	ABANDON WATER MAIN (SAND FILL AND BULKHEAD)	LF	2588	\$10.00	\$25,880.00
25	REMOVE HYDRANT	EA	8	\$300.00	\$2,400.00
26	TEMPORARY WATER SERVICE	LS	1	\$7,500.00	\$7,500.00
27	CONNECT TO EXISTING (SERVICE)	EA	10	\$1,500.00	\$15,000.00
28	REMOVE WATER MAIN PIPE FROM EXISTING CASING	LS	1	\$7,000.00	\$7,000.00
	<b>SUBTOTAL PART 1: WATER MAIN IMPROVEMENTS</b>				<b>\$870,374.48</b>
<b>PART 2: SURFACE IMPROVEMENTS</b>					
29	REMOVE BITUMINOUS PAVEMENT	SY	675	\$8.00	\$5,400.00
30	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	25	\$10.00	\$250.00
31	REMOVE CONCRETE SIDEWALK	SY	50	\$10.00	\$500.00
32	REMOVE CONCRETE CURB AND GUTTER	LF	105	\$10.00	\$1,050.00
33	TYPE SP 9.5 WEARING COURSE (3,C)	TON	90	\$115.00	\$10,350.00
34	TYPE SP 12.5 NON-WEARING COURSE (3,B)	TON	150	\$100.00	\$15,000.00
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	60	\$3.00	\$180.00
36	COMMON EXCAVATION	CY	210	\$15.00	\$3,150.00
37	SELECT GRANULAR BACKFILL (CV) (P)	CY	370	\$28.00	\$10,360.00
38	AGGREGATE BASE, CLASS 5	TON	380	\$35.00	\$13,293.00
39	6" CONCRETE DRIVEWAY PAVEMENT (RESIDENTIAL)	SY	10	\$80.00	\$778.67
40	7" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SY	15	\$90.00	\$1,350.00
41	4" CONCRETE SIDEWALK	SY	50	\$75.00	\$3,750.00
42	B618 CONCRETE CURB AND GUTTER	LF	100	\$45.00	\$4,500.00
43	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	110	\$8.00	\$880.00
44	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	845	\$3.50	\$2,957.50
45	EROSION CONTROL/ INLET PROTECTION	LS	1	\$5,000.00	\$5,000.00
46	HYDROLIC BONDER FIBER MATIRX, INCL. SEED MIX 25-131 AND FERT.	LS	1	\$13,000.00	\$13,000.00
	<b>SUBTOTAL PART 2: SURFACE IMPROVEMENTS</b>				<b>\$91,749.17</b>
<b>SUBTOTAL PART 1: WATER MAIN IMPROVEMENTS</b>				<b>\$870,374.48</b>	
<b>SUBTOTAL PART 2: SURFACE IMPROVEMENTS</b>				<b>\$91,749.17</b>	
<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>				<b>\$962,123.65</b>	



CITY OF WASECA

*Request for City Council Action*

<b>Title:</b>	APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE BIDS FOR THE 8 <sup>th</sup> STREET SE RECONSTRUCTION AND REHABILITATION PROJECT (CITY PROJECT 2022-01)		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>6G</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Project Location Map
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Actions:</b> Motion to approve plans and specifications and authorizing bids for the 8 <sup>th</sup> Street SE Reconstruction and Rehabilitation Project (City Project No. 2022-01)		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating High Quality Community Assets		

**BACKGROUND:** On December 7, 2021, the City Council ordered the 8<sup>th</sup> Street SE Reconstruction and Rehabilitation Project (City Project No. 2022-01) and authorized preparation of plans and specifications. Stantec, the contracted consultant for this project, has since completed those plans and specifications and has submitted them to the Minnesota Department of Transportation (MnDOT) for their review.

After MnDOT approval, the project will be advertised for bid beginning February 16<sup>th</sup> with a bid opening date of March 10<sup>th</sup>. Contract award is anticipated to take place on March 15<sup>th</sup> or April 5<sup>th</sup>.

**BUDGET IMPACT:** This project is included in the 2022 Capital Improvement Plan (CIP) budget and will be funded through a Local Road Improvement Program (LRIP) grant, the capital improvement fund, sanitary and storm sewer enterprise funds, state aid, and special assessments to benefiting properties. The total estimated project cost and breakdown by funding source is shown below:

8 <sup>th</sup> Street SE Reconstruction & Rehabilitation Project	
Total Cost Summary	
Item	Estimated Cost
Construction Items	\$1,767,030
Contingency (10%)	\$176,703
<b>Construction Subtotal:</b>	<b>\$1,943,733</b>
Engineering (Design + Inspection)	\$262,034
<b>Project Subtotal:</b>	<b>\$2,205,767</b>
Administration (3% of Engineering + Construction)	\$66,173
<b>Total Project Cost:</b>	<b>\$2,271,940</b>

<b>Funding Source</b>	<b>Estimated Amount</b>
440 Special Assessment Fund	\$349,700
430 Capital Improvement Street Fund	\$208,025
402 State Aid Funds	\$183,565
602 Sanitary Sewer Fund	\$254,150
651 Storm Water Fund	\$26,500
LRIP Grant Funds	\$1,250,000
<b>Total Project Cost:</b>	<b><u>\$2,271,940</u></b>

**RECOMMENDATION:** Staff recommends the City Council approve the plans and specifications and authorize bids for the 8<sup>th</sup> Street SE Reconstruction and Rehabilitation Project (City Project No. 2022-01).



# 8TH STREET SE RECONSTRUCTION & REHABILITATION Elm Ave E (CSAH 14) to State St S (MN TH 13)

*This document is not a survey and should be used for reference purposes only!*

<b>Title:</b>	Pay Equity Report		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>6H</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Pay Equity Report
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Good Government		

**BACKGROUND:** State law requires all Cities in the state to submit a Pay Equity Report to allow a determination of the City's continued compliance with the Pay Equity Act.

**BUDGET IMPACT:** None so long as compliance is maintained.

**ALTERNATIVES CONSIDERED:** None as this is a statutory requirement.

**RECOMMENDATION:** Motion to approve the Pay Equity Report.



# Minnesota Pay Equity Management System - Waseca(22-No Submission)

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## Pay Equity Implementation Form

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

### Part A: Jurisdiction Identification

Jurisdiction: Waseca

Jurisdiction Type: CITY - City

508 South State Street

Waseca

Contact:	Name	Title	Phone	Email
	Alicia Fischer	Finance Director	507-835-9746	aliciaf@ci.waseca.mn.us
	Cassie Kohn	HR Director	507-835-9748	cassandrak@ci.waseca.mn.us

### Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Consultant's System (specify) ▼

Describe below if the job evaluation system used is: "The same as last year", "A new system", "A substantially modified system from last year", or another descriptor not listed here: (\*less than 240 characters)

The same as last year.

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

There is no difference ▼ and female classes are not at a disadvantage.

3. An official notice has been posted at:

City Hall Bulletin board (prominent location) (\*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

(governing body) (\*less than 60 characters)

(chief elected official)(\*less than 60 characters)

(title) (\*less than 60 characters)

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

### Part C: Total Payroll

3,798,590.13 is the annual payroll for the calendar year just ended December 31.

[Save Changes](#)[Sign & Submit](#)[Return to Test Results](#)

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us) so that we can follow up. Thank you.

## Job Class Data Entry Verification List

Case: 2021 Class & Comp Data

Waseca

LGID: 1389

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Visitation & Exchange Speciali	0	1	0	F	336	43717.13	50645.42	5.00	0.00	
2	Finance Clerk	0	1	0	F	356	47170.78	54646.41	5.00	0.00	
3	Shift Commander	3	0	0	M	358	47170.78	58963.48	5.00	0.00	
4	Pub Works Maintenance Worker	7	1	0	M	393	50897.28	63621.59	5.00	0.00	
5	Administrative Assistant	0	2	0	F	396	50897.28	63621.59	5.00	0.00	
6	Police Records Clerk	0	2	0	F	396	50897.28	63621.59	5.00	0.00	
7	Utilites Office Technician	0	2	0	F	396	50897.28	63621.59	5.00	0.00	
8	Water/WWTP Operator	2	0	0	M	416	50897.28	63621.59	5.00	0.00	
9	Finance Technician	0	1	0	F	430	54918.16	68647.71	5.00	0.00	
11	Mechanic	3	0	0	M	451	54918.16	68647.71	5.00	0.00	
36	Water Park Supervisor and Wate	0	1	0	F	455	54918.16	68647.71	5.00	0.00	
12	Planning & Zoning Coordinator	1	0	0	M	490	59256.69	74070.86	5.00	0.00	
13	Engineering Technician	1	0	0	M	490	59256.69	74070.86	5.00	0.00	
14	GIS Coordinator	1	0	0	M	490	59256.69	74070.86	5.00	0.00	
15	Police Officer	9	3	0	B	510	63937.98	79922.47	5.00	0.00	
16	Electric Lineworker	3	0	0	M	521	63937.98	79922.47	5.00	0.00	
18	Street & Sewer Supervisor	1	0	0	M	536	63937.98	79922.47	5.00	0.00	
19	Chief Water Operator	2	0	0	M	536	63937.98	79922.47	5.00	0.00	

## Job Class Data Entry Verification List

Case: 2021 Class & Comp Data

Waseca

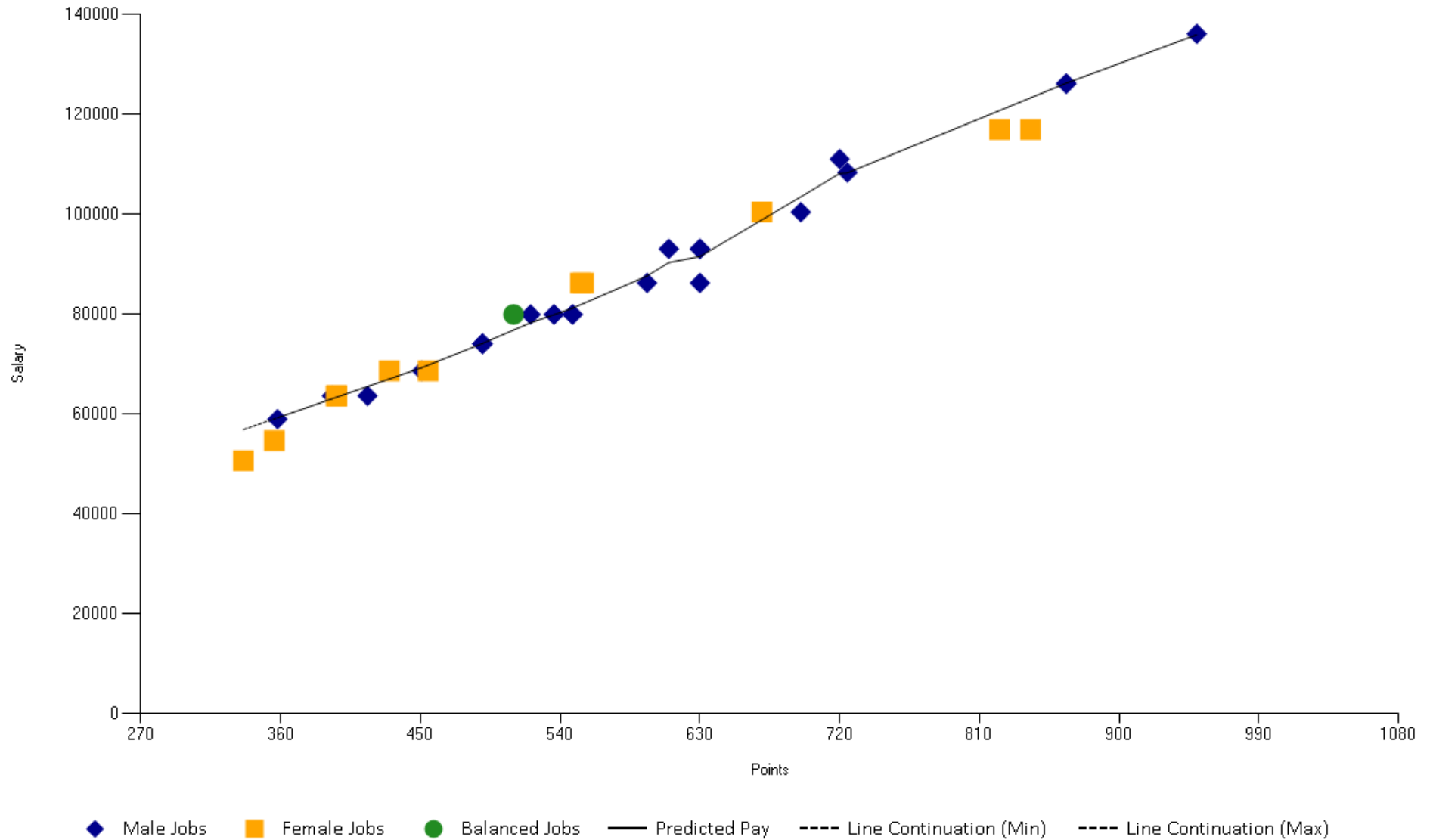
LGID: 1389

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
20	Econ Development Coordinator	1	0	0	M	548	63937.98	79922.47	5.00	0.00	
21	Assistant to City Manager	1	0	0	M	548	63937.98	79922.47	5.00	0.00	
22	Utilities Office Manager	0	1	0	F	553	68991.80	86239.75	5.00	0.00	
10	Human Resources Director	0	1	0	F	555	68991.80	86239.75	5.00	0.00	
23	Electric Line Foreperson	1	0	0	M	596	68991.80	86239.75	5.00	0.00	
24	Police Sergeant	2	0	0	M	610	74439.21	93049.01	5.00	0.00	
25	Park Superintendent	1	0	0	M	630	74439.21	93049.01	5.00	0.00	
26	Senior Engineering Technician	1	0	0	M	630	74439.21	93049.01	5.00	0.00	
27	Water/WWTP Utility Supervisor	1	0	0	M	630	68991.80	86239.75	5.00	0.00	
28	Police Lieutenant	0	1	0	F	670	80319.81	100399.89	5.00	0.00	
29	PW Maintenance Superintendent	1	0	0	M	695	80319.91	100399.89	5.00	0.00	
37	Recovery Coordinator	1	0	0	M	720	88831.81	111039.76	5.00	0.00	
30	Police Captain	1	0	0	M	725	86665.18	108331.47	5.00	0.00	
31	Finance Director	0	1	0	F	823	93511.74	116889.67	5.00	0.00	
32	Public Safety Director	0	1	0	F	843	93511.74	116889.67	5.00	0.00	
33	Director of Engineering	1	0	0	M	866	100899.15	126123.94	5.00	0.00	
34	Director of Utilities	1	0	0	M	866	100899.15	126123.94	5.00	0.00	
35	City Manager	1	0	0	M	950	108870.19	136087.74	5.00	0.00	

Job Number Count: 36

## Predicted Pay Report for: Waseca

Case: 2021 Class & Comp Data



## Predicted Pay Report for: Waseca

### Case: 2021 Class & Comp Data

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Visitation & Exchange Speciali	0	1	0	1	Female	336	50645.4200	56872.1505	-6226.7305
2	Finance Clerk	0	1	0	1	Female	356	54646.4100	59029.5463	-4383.1363
3	Shift Commander	3	0	0	3	Male	358	58963.4800	59244.9545	-281.4745
4	Pub Works Maintenance Worker	7	1	0	8	Male	393	63621.5900	63022.8826	598.7074
5	Administrative Assistant	0	2	0	2	Female	396	63621.5900	63347.6519	273.9381
6	Police Records Clerk	0	2	0	2	Female	396	63621.5900	63347.6519	273.9381
7	Utilites Office Technician	0	2	0	2	Female	396	63621.5900	63347.6519	273.9381
8	Water/WWTP Operator	2	0	0	2	Male	416	63621.5900	65505.0477	-1883.4577
9	Finance Technician	0	1	0	1	Female	430	68647.7100	67056.6033	1591.1067
11	Mechanic	3	0	0	3	Male	451	68647.7100	69271.8917	-624.1817
36	Water Park Supervisor and Wate	0	1	0	1	Female	455	68647.7100	69162.5286	-514.8186
12	Planning & Zoning Coordinator	1	0	0	1	Male	490	74070.8600	74130.9413	-60.0813
13	Engineering Technician	1	0	0	1	Male	490	74070.8600	74130.9413	-60.0813
14	GIS Coordinator	1	0	0	1	Male	490	74070.8600	74130.9413	-60.0813
15	Police Officer	9	3	0	12	Balanced	510	79922.4700	76712.8871	3209.5829
16	Electric Lineworker	3	0	0	3	Male	521	79922.4700	78267.3618	1655.1082
18	Street & Sewer Supervisor	1	0	0	1	Male	536	79922.4700	79879.0305	43.4395
19	Chief Water Operator	2	0	0	2	Male	536	79922.4700	79879.0305	43.4395
20	Econ Development Coordinator	1	0	0	1	Male	548	79922.4700	81179.8886	-1257.4186
21	Assistant to City Manager	1	0	0	1	Male	548	79922.4700	81179.8886	-1257.4186
22	Utilities Office Manager	0	1	0	1	Female	553	86239.7500	82883.0118	3356.7382
10	Human Resources Director	0	1	0	1	Female	555	86239.7500	83169.0101	3070.7399
23	Electric Line Foreperson	1	0	0	1	Male	596	86239.7500	87637.6668	-1397.9168
24	Police Sergeant	2	0	0	2	Male	610	93049.0100	90312.2181	2736.7919
25	Park Superintendent	1	0	0	1	Male	630	93049.0100	91530.8237	1518.1863
26	Senior Engineering Technician	1	0	0	1	Male	630	93049.0100	91530.8237	1518.1863
27	Water/WWTP Utility Supervisor	1	0	0	1	Male	630	86239.7500	91530.8237	-5291.0737
28	Police Lieutenant	0	1	0	1	Female	670	100399.8900	99474.6199	925.2701
29	PW Maintenance Superintendent	1	0	0	1	Male	695	100399.8900	103471.9120	-3072.0220
37	Recovery Coordinator	1	0	0	1	Male	720	111039.7600	108145.3841	2894.3759
30	Police Captain	1	0	0	1	Male	725	108331.4700	108274.5554	56.9146
31	Finance Director	0	1	0	1	Female	823	116889.6700	120486.2898	-3596.6198

## Predicted Pay Report for: Waseca

### Case: 2021 Class & Comp Data

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
32	Public Safety Director	0	1	0	1	Female	843	116889.6700	123571.6545	-6681.9845
33	Director of Engineering	1	0	0	1	Male	866	126123.9400	126225.5517	-101.6117
34	Director of Utilities	1	0	0	1	Male	866	126123.9400	126225.5517	-101.6117
35	City Manager	1	0	0	1	Male	950	136087.7400	135923.4379	164.3021

**Job Number Count: 36**

# Compliance Report

Jurisdiction: Waseca  
508 South State Street

Report Year: 2022  
Case: 1 - 2021 Class & Comp Data  
(Private (Jur Only))

Waseca, MN 56093

Contact: Alicia Fischer

Phone: (507) 835-9746

E-Mail: aliciaf@ci.waseca.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	23	12	1	36
# Employees	39	15	12	66
Avg. Max Monthly Pay per employee	80344.20	75398.37		79143.47

## II. STATISTICAL ANALYSIS TEST

### A. Underpayment Ratio = 135.6522 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	10	7
b. # Below Predicted Pay	13	5
c. TOTAL	23	12
d. % Below Predicted Pay (b divided by c = d)	56.52	41.67

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 52	Value of T = 1.244
------------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = 61

b. Avg. diff. in pay from predicted pay for female jobs = -721

## III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 5.00

B. Avg. # of years to max salary for female jobs = 5.00

## IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 \*

B. % of female classes receiving ESP = 0.00

\*(If 20% or less, test result will be 0.00)





CITY OF WASECA

*Request for City Council Action*

<b>Title:</b>	RESOLUTION 22-10 ORDERING THE CSAH NO. 2 (BROWN AVE) CONCRETE PAVEMENT REHABILITATION PROJECT (CITY PROJECT 2022-08), AUTHORIZING & APPROVING THE PLANS & SPECIFICATIONS, AUTHORIZING PREPARATION OF ASSESSMENT ROLL #284, AND ENTERING INTO A COOPERATIVE CONSTRUCTION AGREEMENT WITH WASECA COUNTY		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>7A</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution 22-10 Cooperative Agreement Project Location Map
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	City Engineer
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Actions:</b> Hold the public hearing on the proposed improvements and adopt Resolution 22-10 ordering the CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation Project (City Project No. 2022-08), authorizing and approving the plans and specifications, authorizing preparation of Assessment Roll #284, and entering into a cooperative construction agreement with Waseca County.		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating High Quality Community Assets		

**BACKGROUND:** On January 18, 2022, the City Council approved a Feasibility Report and set the date for a public hearing for the CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation Project (City Project No. 2022-08). The scope of this project primarily involves repair and replacement of the existing concrete pavement in order to extend its useful life and postpone a more costly reconstruction.

CSAH No. 2 is under the jurisdiction of Waseca County, who initiated, and will be administering, this project. However, because it will take place within City limits, the City intends to participate in a portion of the project cost, which has been standard practice in the past on similar projects.

The County informed the City of this project in the fall of 2021, therefore it was not included in the City’s current Capital Improvement Plan (CIP) and will require an amendment to the 2022 CIP budget.

**BUDGET IMPACT:** This project will be 100% funded through proposed special assessments to benefiting properties. Two options for the City’s cost share have been presented by the County: 25% of the total project costs (to be paid in 2022) or 30% of the total project costs (to be paid in 2023). Using the total estimated project cost of \$989,548.00 (\$845,767.50 for construction and \$143,780.50 for engineering), the calculated assessments would exceed the City’s share of the project cost. Therefore, the assessments will be reduced accordingly to match either a 25% share (\$247,387.00) or a 30% share (\$296,864.40) as depicted below.

CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation Project Total Cost Summary	
Item	Estimated Cost
Construction Items	\$845,767.50
Engineering (Design + Inspection)	\$143,780.50
<b>Total Project Cost:</b>	<b>\$989,548.00</b>

Funding Source (25% Cost Share)	Estimated Amount
440 Special Assessment Fund	\$247,387.00
Waseca County	\$742,161.00
<b>Total Project Cost:</b>	<b>\$989,548.00</b>

Funding Source (30% Cost Share)	Estimated Amount
440 Special Assessment Fund	\$296,864.40
Waseca County	\$692,683.60
<b>Total Project Cost:</b>	<b>\$989,548.00</b>

In terms of the City's cost share percentage, staff recommends the City Council approve the 25% cost share to be paid in 2022. Although the total City share will be assessed, the City must initially reimburse the County for their share of the total project cost. Therefore, the cost share of 25% will be a lesser overall expense to the City than the 30% cost share. Delaying the payments until 2023 does not provide any financial benefit to the City.

**RECOMMENDATION:** Pursuant to the state statute governing the special assessment process, a four-fifths vote is required to approve the resolution ordering the improvements. To continue with the project as presented, staff recommends the City Council adopt Resolution 22-10 ordering the CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation Project (City Project No. 2022-08), authorizing and approving the plans and specifications, authorizing preparation of Assessment Roll #284, and entering into a cooperative construction agreement with Waseca County (25% cost share).

**RESOLUTION NO. 22-10**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
ORDERING THE CSAH NO. 2 (BROWN AVE) CONCRETE PAVEMENT REHABILITATION PROJECT  
(CITY PROJECT NO. 2022-08),  
AUTHORIZING & APPROVING THE PLANS & SPECIFICATIONS,  
AUTHORIZING PREPARATION OF ASSESSMENT ROLL #284,  
AND ENTERING INTO A COOPERATIVE CONSTRUCTION AGREEMENT WITH WASECA COUNTY**

**WHEREAS**, the City Council of the City of Waseca has reviewed and accepted the Feasibility Report for City Project No. 2022-08; and

**WHEREAS**, a public improvement hearing has been scheduled and held to consider the project; and

**WHEREAS**, plans, specifications, and an assessment roll must be authorized for the project improvements per Chapter 429 of Minnesota State Statutes.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waseca has determined the following:

1. The project improvements are necessary, cost-effective, and feasible as detailed in the Feasibility Report.
2. A public improvement hearing was scheduled and held on February 1, 2022.
3. The Waseca County Engineer is hereby designated as the engineer for this improvement project.
4. Staff is ordered to prepare preliminary Assessment Roll No. 284 in accordance with the Special Assessment Policy adopted by the City of Waseca and in compliance with Chapter 429 of Minnesota State Statutes.
5. The Mayor and City Manager are hereby authorized to enter into a cooperative construction agreement detailing a City of Waseca cost share of twenty-five percent (25%) of the total project costs.

Adopted this 1<sup>st</sup> day of February 2022.

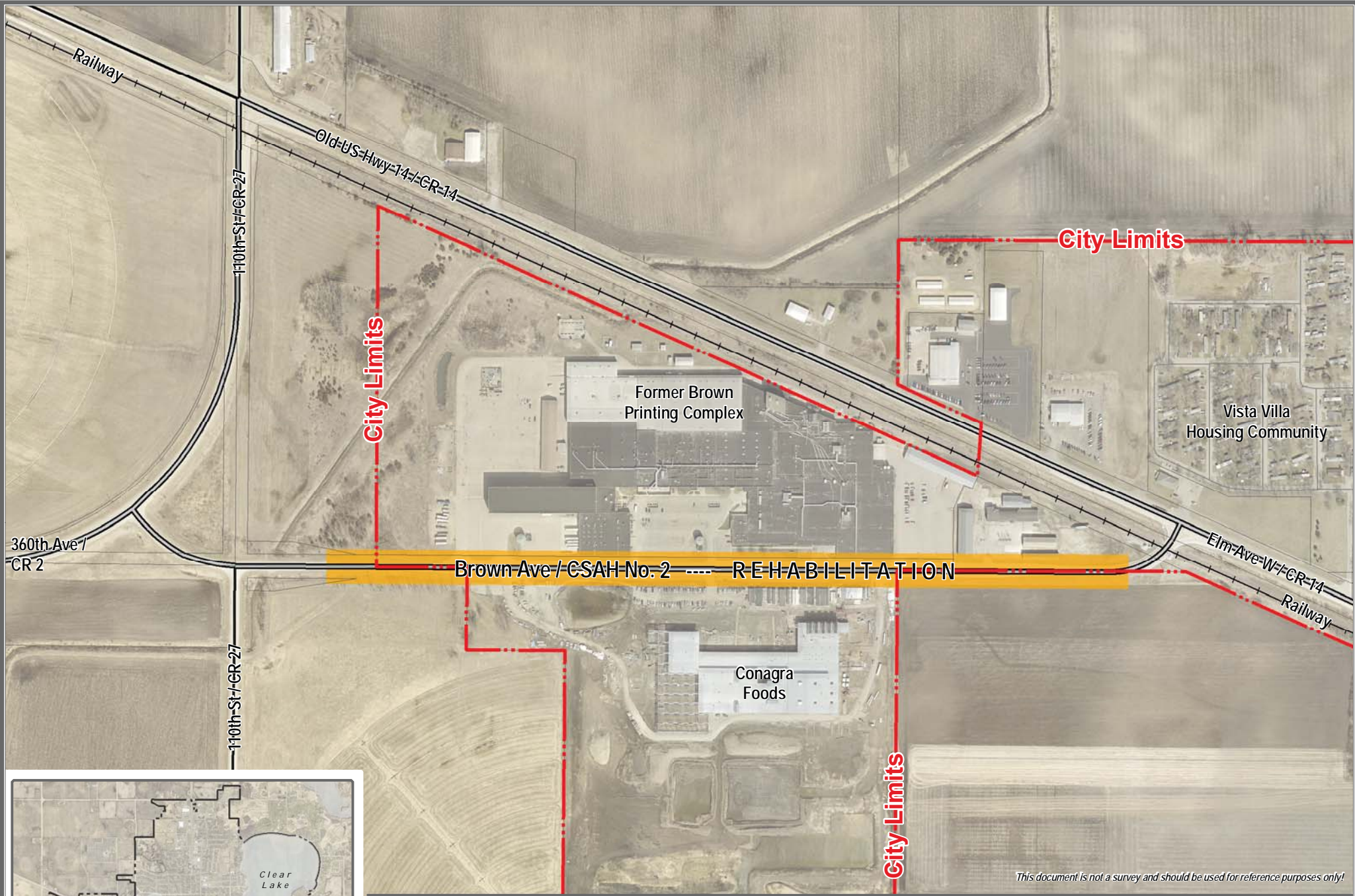
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R.D. SRP  
MAYOR

ATTEST:

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JULIA HALL  
ADMINISTRATIVE CLERK



*This document is not a survey and should be used for reference purposes only!*



**CSAH NO. 2 (BROWN AVENUE)  
CONCRETE PAVEMENT REHABILITATION  
110th St (CR 27) to Elm Ave W (CR 14)**



**COOPERATIVE CONSTRUCTION AGREEMENT  
BETWEEN  
WASECA COUNTY AND THE CITY OF WASECA  
FOR THE  
CSAH NO. 2 (BROWN AVE) CONCRETE PAVEMENT REHABILITATION PROJECT  
(SAP 081-602-021, CITY PROJECT NO. 2022-08)**

THIS AGREEMENT, made and entered into by and between the County of Waseca, a political subdivision of the State of Minnesota, party of the first part (hereinafter referred to as "County"), and the City of Waseca, a municipal corporation organized under the laws of the State of Minnesota, party of the second part (hereinafter referred to as "City");

WHEREAS, the County desires to perform a concrete pavement rehabilitation project on County State Aid Highway (CSAH) No. 2, also known as Brown Avenue, between CSAH No. 27 and CSAH No. 14 (hereinafter referred to as "Project"); and

WHEREAS, the Project includes, but may not be limited to, concrete pavement repair and replacement, dowel bar retrofit, surface grinding, ADA improvements, and pavement markings; and

WHEREAS, on March 18, 2014, the County Board of Commissioners adopted a policy for the division of costs for improvements to County highways within a municipality, a copy of which is attached hereto (Exhibit A) and made a part hereof for reference; and

WHEREAS, said policy allows for amendments to be made through mutual agreement; and

WHEREAS, the County and City agree that cooperating in the construction of the Project is in the best interest of the public, and therefore enter into this Agreement to identify the responsibilities and obligations of the County and City in this cooperative effort.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minnesota Statute §471.59, the County and City agree as follows:

1. The County and City enter into this Agreement for the purpose of jointly constructing and funding the Project in the manner provided herein.
2. Prosecution of work will be performed on the following basis. The County will:
  - a. Prepare or have prepared by a registered engineer, licensed in the State of Minnesota, construction plans, specifications, and an Engineer's Estimate of the probable construction cost.
  - b. Administer the Project. Contract administration shall include, but may not be limited to, advertising of bids, awarding the contract, providing all necessary construction engineering, surveying, inspection, testing and documentation, processing contract payments, and preparing and executing contract change orders.

- c. Obtain all permits and approvals required from any other governmental agencies for the Project.
  - d. Maintain the Project open to inspection by the City or their duly authorized representatives.
  - e. Obtain the written approval of the City for any change orders to the contract involving work in which the City is cost participating, prior to the performance of such work.
  - f. Assist the City in addressing concerns of the public relating to the Project.
3. The City will:
  - a. Expedite any special assessment processes necessary for cost participation so as to not delay timely advertising, award, and commencement of the Project.
  - b. Provide the County with written consent or denial for any proposed change orders in a timely fashion.
  - c. Assist the County in addressing concerns of the public relating to the Project.
  - d. Be responsible and liable for obligated costs as provided for elsewhere in this Agreement.
4. The Engineer's Estimate of probable cost is attached hereto (Exhibit B).
5. The method of financing the Project shall be the prerogative of the County and City. Funding of the Project is subject to the following provisions:
  - a. **CONSTRUCTION COSTS:**

The County and City will share in the final construction costs for the Project. A Project specific cost share has been negotiated due to the project scope and corporate limits within the Project. The County shall be responsible for seventy-five percent (75%) of the final construction cost of the Project. The City shall be responsible for twenty-five percent (25%) of the final construction cost of the Project.
  - b. **ENGINEERING COSTS:**

The County and City will share in the final engineering costs, including design, surveying, construction administration, and materials testing. The County shall be responsible for seventy-five percent (75%) of the final engineering costs. The City shall be responsible for twenty-five percent (25%) of the final engineering costs.
  - c. **REIMBURSEMENTS:**

The County will invoice the City no more than monthly during the Project. The County will not submit the final invoice to the City until the Project's final acceptance is completed by the City.

Upon completion and final acceptance of the Project, and receipt of a detailed listing of the final construction and actual engineering costs, the City will reimburse the County within thirty (30) days.

6. The County agrees to save, hold harmless, and indemnify the City and the City's officers, agents, employees, and volunteer workers against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provisions of the County's services hereunder, and further the County agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim whatsoever arising as a result of the provision of the County's services hereunder.

The City agrees to save, hold harmless, and indemnify the County and the County's officers, agents, employees, and volunteer workers against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provisions of the City's services hereunder, and further the City agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim whatsoever arising as a result of the provision of the City's services hereunder.

It is hereby understood and agreed that for the purpose of the County's and City's performance hereunder, neither the County's or City's employees shall be deemed employees of the other party for any purpose and any and all claims made by third parties as a consequence of any act or omission on the part of a party's employee(s) while engaged in the performance of any of the provisions or services hereunder shall in no way be the obligation or responsibility of the other Party.

7. The County and City shall be responsible for damages to, or loss of, their own equipment. The County and City each waive their right to sue the other for any damages to, or loss of, its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
8. Pursuant to Minnesota Statute §16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to, and the right to, examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and that involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

9. The County and City each reserve the right to withdraw from and cancel this agreement within thirty (30) days from the opening of bids for the Project in the event either or both parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both parties within thirty (30) days of opening bids by serving a written notice thereof upon the other, unless this right is waived by both parties in writing.
10. Each party agrees that any modification of this agreement will be in writing and will be signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**County of Waseca, Minnesota**

**City of Waseca, Minnesota**

\_\_\_\_\_  
County Board Chairperson

\_\_\_\_\_  
R.D. Srp, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Michael Johnson, County Administrator

\_\_\_\_\_  
Lee Mattson, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_





CITY OF WASECA

*Request for City Council Action*

<b>Title:</b>	Conagra Food Agreements		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>7B</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Development Agreement Water Services Agreement
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Leveraging Economic Development Opportunities by retaining employment and expanding tax base.		

**BACKGROUND:** In November of 2020 the City of Waseca finalized a Development Agreement with Conagra Foods regarding the development of the new Conagra facility in Waseca. This agreement specified the completion of a long-term water services agreement that would formally define both parties’ responsibilities for the provision of potable production water to the new facility. This agreement formalizes a decades-old partnership between the City and Conagra and their predecessors. Among other things, it specifies how the privately-owned well located just east of the old Conagra facility (Well #4) will continue to be integrated into the City’s water system, the charges Conagra will pay for water delivered to their facility, and the charges Conagra will pay as owner of the well. Many of these conditions were generally defined in the Development Agreement, which did stipulate the general terms of the Water Services Agreement.

**BUDGET IMPACT:** This Water Services Agreement will not result in lost revenue compared to past revenues.

**ALTERNATIVES CONSIDERED:** Development of this agreement was specified in the Development Agreement approved by the City Council.

**RECOMMENDATION:** Staff recommends Council approval of the Water Services Agreement.

## WATER SERVICES & CONNECTION AGREEMENT

This Agreement is made as of this 12<sup>th</sup> day of January, 2022, (the "Effective Date") by and between Conagra Brands, Inc., a corporation under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the "Developer"); and the City of Waseca, a Minnesota municipal corporation, 508 South State Street, Waseca, Minnesota, 56093 (the "City"); collectively referred to as the "parties."

### Recitals

WHEREAS, the Developer has, since 2018, owned the Birdseye vegetable processing facility located at 400 4<sup>th</sup> Street Southwest in the City of Waseca, Waseca County, Minnesota, with Parcel Identification (PID) No. 172190020 which has operated thereon for the previous 90 years (the "Current Facility") but has determined that it is no longer practical to continue operating such facility and intends to decommission, close and otherwise cease operations at the current facility in the near future; and

WHEREAS, the parties each approved and entered into that certain Letter of Intent dated July 21, 2020, and subsequently entered into that certain Development Agreement dated November 17, 2020 (the "Development Agreement"), both with respect to Developer's construction of a new vegetable processing facility, approximately 240,000 square feet in size, along with appurtenances thereto (the "Facility"), to be located at 2351 Brown Ave in the City of Waseca, as more particularly described in the Development Agreement the "Property"); and

WHEREAS, the City has approved a tax abatement resolution for abatement of a percentage of the City's share of ad valorem property taxes on the Property derived from the value of the Developer's construction of the Facility for a term of 20 years, pursuant to Minn. Stat. § 469.1813, and the parties shall enter into a joint Tax Abatement and Business Subsidy Agreement (the "BSA") contemporaneous with the signing of this Agreement setting forth the terms and conditions upon which such public assistance is granted to the Developer in support of the Project; and

WHEREAS, the Developer owns existing Well No. 4 located on real property owned by the Developer identified as Waseca County Parcel No. 171511040 and legally described on Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference (the "Well No. 4 Property"); and

WHEREAS, that portion of the Well No. 4 Property as lies within 50 feet of any portion of Well No. 4 in any direction, as depicted on Exhibit C hereto (the "Wellhead Protection Area"), is subject to the restrictions and requirements contained in the Minnesota Well Code (Minn. R. Ch. 4725); and

WHEREAS, Well No. 4 is operated by the City, permitted to the City through the City's water appropriation permit from the Minnesota Department of Natural Resources ("MNDNR"), identified in the water appropriation permit from MNDNR as Unique Well #213510, and with the Developer's authorization, is fully integrated into the City's centralized water system; and

WHEREAS, the City provides water service to Developer's Current Facility and charges Developer certain fixed charges in the nature of those listed on Exhibit D for Developer's industrial water usage, including customer base charges, water capital funding charges, annual city labor, an industrial usage standby water fee, and reduced rates for its annual peak water consumption during the vegetable packing season, and through this agreement, the City agrees to provide water service to the Facility pursuant to the terms and conditions set forth herein; and

WHEREAS, in addition to paying fixed charges in the nature of those listed on Exhibit D for Developer's water usage at the Current Facility, the Developer reimburses the City for certain operation and maintenance expenses attributable to Well No. 4 that are incurred by the City in the course of the City's operation and maintenance of its centralized water system (and pays electrical costs directly to the vendor). Examples of such expenses that Developer reimburses the City for include but are not limited to the costs of bulk chemical purchases for the well, any necessary repairs or improvements to Well No. 4, and periodic routine well maintenance as part of the City's well maintenance program generally performed every five years ; and

WHEREAS, the City benefits from Well No. 4's integration into the City's centralized water system because Well No. 4's pumping capacity exceeds 20 percent of the total pumping capacity for the City's water system, which additional capacity is advantageous to the City's goal of meeting peak water system demand, and for efficiency of water system maintenance due to well rotation capability; and

WHEREAS, the Developer's existing and future operations require extensive potable water supplied from the City's centralized water system, which includes Developer-owned Well No. 4, particularly each fall during the vegetable packing season; and

WHEREAS, Minnesota Statutes, section 444.075, subd. 3, permits a City to "impose just and equitable charges for the use and for the availability of" the City's water service facilities, and all aspects thereof, and make contracts for the charges; and

WHEREAS, Minnesota Statutes, section 444.075, subd. 5, provides that a City may permit a company to connect to its water service facilities and make use of them upon the payment of fees as prescribed or contracted for by the City, and further provides that a City may contract with a company for the company's payment toward the cost of construction, maintenance, or use of the City's water service facilities; and

WHEREAS, Waseca City Charter, section 11.02, provides "the Council may fix rates, fares and process, for municipal utilities but such rates, fares and prices shall be just and reasonable"; and

WHEREAS, City and Developer wish to enter into a Water Services and Connection Agreement to specify the terms and conditions upon which Well No. 4 is connected to and integrated with the City's centralized water system, the terms by which Developer may make use of the City's water system to meet the water demands of the Facility, and the terms by which Developer shall compensate City for its use of the City's water system, taking into account the

aforementioned benefits to the City of Developer-owned Well No. 4's integration into the City's system.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties hereto, Seller and Buyer agree as follows:

**Article 1. Term of Agreement.**

This Agreement shall be in effect for a period of 30 years from and after the earlier of (i) the date on which a certificate of occupancy is issued to the Facility by the City; or (ii) the date on which a temporary certificate of occupancy is issued for the temporary occupation of the Facility pursuant to the Development Agreement (the "Commencement Date"), unless sooner terminated pursuant to the provisions of this Agreement.

**Article 2. Developer's Responsibilities.**

- 2.1 Well No. 4 Ownership. Developer shall maintain ownership of the Well No. 4 Property consistent with Developer's requirements under Article 4 herein.
- 2.2 City Operation. Developer shall continue to authorize the City to solely control and operate Well No. 4 as an integrated component of the City's centralized water system, according to the provisions described in Article 5 of this Agreement.
- 2.3 Payment of Charges. Developer shall timely pay all fixed charges for which Developer is responsible according to the terms of Article 7 of this Agreement and Exhibit D.
- 2.4 Reimbursement of Expenses. Developer shall timely reimburse the City for operation, maintenance and repair expenses incurred by the City attributable to Well No. 4 according to the terms of Article 7 of this Agreement.
- 2.5 Payment of Well No. 4 Capital Expenses. Developer shall timely pay all costs for capital expenses necessary to keep Well No. 4 in operation as an integrated component of the City's centralized water system according to the terms of Article 7 of this Agreement.
- 2.6 Connection to City System. Developer shall be responsible for constructing water service lines and connections as necessary to connect its Facility to the City's 16-inch water main to be constructed in the Brown Avenue right-of-way pursuant to the requirements of the Development Agreement, and for paying all applicable water access charges to the City pursuant to the table of charges established in City Council Resolution No 18-85, which is attached hereto as Exhibit E and incorporated herein by reference, or in any amendment thereto or superseding resolution in effect at the time such connection(s) to the City's water main are made.
- 2.7 Water Conservation. Developer shall comply with the water conservation requirements set forth in Article 8 of this Agreement.

2.8 Well Access. Developer shall give City access to the Well No. 4 as required for its maintenance and operation.

### **Article 3. City's Responsibilities.**

3.1 Maintenance and Operation. The City shall control the operation, maintenance and repair of Well No. 4 as an integrated component of the City's centralized water system according to the provisions described in Article 5 of this Agreement (with expenses incurred by the City attributable to Well No. 4 reimbursed by the Developer pursuant to Article 7).

3.2 Services. The City shall perform all services necessary to properly treat and condition the water pumped from Well No. 4 in the normal course of operating the City's central water system and provide the water in potable form to Developer's Facility. These services shall include, but not be limited to, transportation, distribution, storage, and conditioning.

3.3 Provision of Potable Water. The City shall provide potable water to the Facility from its centralized water system according to the provisions of Article 6 of this Agreement.

3.4 Water Consumption. The City, in the course of operating its centralized water system, shall exercise reasonable care to ensure that the amount of water the City may pump from Well No. 4 does not substantially exceed the amount of water returned to Developer's facility from Well No. 4 in any five-year period, pursuant to the provisions of Article 6 of this Agreement. Consistent with Section 6.3 below, the City will maintain a rolling five-year average of the amount of water used by each party annually from Well No. 4 and operate its centralized water system accordingly so as not pump more water from Well No. 4 than is provided to Developer over such rolling five-year period. For purposes of clarity, in the event the City pumps substantially more water from Well No. 4 than is provided to Developer, the City shall make reasonable efforts thereafter to restore balance to the water used by each party within the five-year averaging period. Should the City require Well No.4 water in the case of an emergency, as determined by the City, so as to trigger the requirements of Section 6.3 below, it will so notify the Developer's plant operations division at the Facility within a reasonable time.

### **Article 4. Well Ownership.**

4.1 Ownership. Developer shall not transfer or assign any interest in the Well No. 4 Property and shall otherwise retain sole and exclusive ownership of Well No. 4 and the Well No. 4 Property at all times while this Agreement is in effect.

4.2 Wellhead Protection Area. At all times while this Agreement is in effect, Developer shall not cause or allow such portion of the Well No. 4 Property as lies within 50 feet of any portion of Well No. 4 in any direction, as depicted on Exhibit C hereto, to be used for any purpose other than surface parking unless approved in writing by the City.

## **Article 5. Well Operation.**

### 5.1 Exclusive Operation.

- a. City shall exclusively control, operate and maintain Well No. 4 as an integrated component of the City's centralized water system, and Developer shall not engage in or permit, on its or its agents' part, any action or inaction that would reasonably be expected to impede City's full and exclusive operation thereof.
- b. City shall exercise reasonable care to keep Well No. 4 and its central water system in good working order and repair consistent with prudent utility practices.

### 5.2 Repairs and Improvements. The City shall be responsible for making, or causing to be made, any necessary repairs or improvements to Well No. 4, in its discretion in the course of the City's operation of its centralized water system consistent with prudent utility practices, subject to Developer's obligation to reimburse the City for any such expenses incurred by the City pursuant to Section 7.2 below. For any major repairs or improvements, the City shall advise the Developer of the needed repair(s) and confer with the Developer regarding the scope and timing of such repair(s) prior to entering into any contracts to complete such repair(s); however, the City shall have the ultimate authority and responsibility to determine the scope and timing of any such repair(s) or improvement(s). For purposes of this Section, a "major repair or improvement" shall mean any individual repair or improvement to Well No. 4 which the City expects to exceed \$25,000.00, such amount to be adjusted each year for inflation as tracked by the index known as the United States Department of Labor Bureau of Labor Statistics, Consumer Price Index, Average Price Data (the "CPI") or the successor index that most closely approximates the CPI as selected by the City.

### 5.3 Electricity. The Developer shall be responsible, at its expense, for arranging for the provision of and paying for all electricity to the Well No. 4 Property, as necessary or convenient in the City's discretion to power the operation of Well No. 4 as an integrated component of the City's centralized water system.

- a. Historically, Well No. 4 received power through the electric service provided to the Current Facility by electric service provider Xcel Energy. However, with the decommissioning of the Current Facility, a separate utility feed to directly serve the Well No. 4 Property is required. As the Well No. 4 Property is located in Waseca Municipal Utilities' electric service territory, Developer shall make all necessary arrangements to establish this utility feed to the Well No. 4 Property directly with Waseca Municipal Utilities.
- b. In order to facilitate Waseca Municipal Utilities' instillation of electric utility facilities convenient or necessary to provide electric service to Well No. 4, including but not limited to underground conductors and above ground pad-mount transformer(s), Developer shall grant Waseca Municipal Utilities an easement over,

under and across that portion of the Well No. 4 Property as depicted on Exhibit B attached hereto and incorporated herein by reference, for ingress, egress and utility purposes.

- c. Developer shall be responsible for all electric charges imposed by Waseca Municipal Utilities for electricity provided to the Well No. 4 Property pursuant to Section 7.3 below.

5.4 Access. Developer shall allow the City and its employees and agents to access Well No. 4 over, under and across the Well Property and/or the Well Parcel, as applicable, without notice to Developer, for any purpose and at any time, as the City deems necessary or convenient to the City's fulfillment of its responsibilities under this Agreement.

### **Article 6. Water Supply.**

6.1 Separate Water Service Pipes. The City shall allow the Facility to be connected to the City's centralized water system, and the City shall provide potable water service to a twelve-inch diameter service pipe to be constructed by the Developer to connect the City-owned water main to the Facility, which twelve-inch service pipe will then branch into a four-inch diameter pipe with a two-inch flow meter through which water will be provided for domestic human use on the Property (the "Domestic Service"), and a ten-inch diameter pipe with an eight-inch flow meter through which water will be provided for Developer's industrial use (the "Industrial Service"), as more particularly described in the Development Agreement.

6.2 Water Service Commitments. City shall provide potable water to the Facility, as measured at the hydrants located on the Property outside the Facility, through City's centralized water system according to the following terms (the "Service Commitments"):

- d. Up to a rate of 2,500 gallons per minute for fire flow, plus 833 gallons per minute for maximum day demand at 20 pounds per square inch residual pressure;
- e. Up to a rate of 1,667 gallons per minute to meet the Facility's maximum peak hour potable water flow requirement; and
- c. Sufficient quantities of potable water to meet the Facility's annual water demands of between 120 and 150 million gallons.

6.3 Water from Well No. 4.

- a. The amount of water pumped from Well No. 4 by the City, and thereby incorporated into the City's centralized water system, shall not substantially exceed the amount of water provided to Developer's Facility from the City's system over any five-year period. For the purposes of this paragraph, "substantially exceed" shall mean a difference of not greater than ten percent.
- b. The City shall monitor and record the quantities of water pumped from Well No. 4 and provided to the Development Property and manage its centralized water system so as not to pump water in quantities in excess of the limits established in subparagraph a above (the "Excess Water").
- c. In the event Well No.4 becomes non-operational, then the parties will work jointly to devise a solution to continue to supply water to the Developer. The parties will explore all options including, but not limited to seeking a new well or purchasing city water at its non-residential rates then in effect.

6.4 No Compensation for Excess Water.

- a. Notwithstanding the provisions of Sections 5.3 of this Agreement, City shall incur no liability for pumping Excess Water from Well No. 4 or for using or distributing such Excess Water as City deems necessary or convenient. In the event the City pumps Excess Water from Well No. 4, its sole obligation shall be to manage its system so as to reduce the relative quantity of water pumped from Well No. 4 so as to regain compliance with Section 5.3.
- b. Developer shall be entitled to no compensation or expense reduction for any pumping, use, or distribution of Excess Water by City.

6.5 Disaster.

- a. City shall incur no liability to Developer for using water pumped from Well No. 4 for the immediate health, safety, and economic well-being of City, its citizens and corporate entities, even if such use temporarily prevents the City from satisfying its Water Service Commitments.
- b. City shall incur no liability to Developer for failing to satisfy its Water Service Commitments if a disastrous event, whether seen or unforeseen, makes provision of water in such an amount impractical for City. Such disastrous events include, but are not limited to, drought, earthquakes, terrorist acts, catastrophic failures of City's utility facilities (including Well No. 4), and other natural or man-made events or occurrences.



**Article 7. Developer's Financial Obligations.**

- 7.1 Water Usage and Service Charges. The City shall issue Developer a monthly invoice for the water usage and service charges described in this Section 7.1 incurred by Developer during the preceding billing period. Such invoice shall list the charges incurred by Developer for water accessed through the Industrial Water Main and the Domestic Water Main. Developer shall be charged for water usage and service as follows:
- a. Domestic Water Charges. City shall charge Developer for water received through the Domestic Service according to the City's fixed rate and Water Access Charge schedule for nonresidential customers, described on Exhibit E, attached hereto and incorporated herein by reference, as the same may be amended or superseded from time to time by resolution of the Waseca City Council.
  - b. Industrial Fixed Water Charges. The Developer shall be responsible for paying the fixed charges for water supplied through the Industrial Service according to the schedule of fixed charges listed on Exhibit D, attached hereto and incorporated herein by reference, which charges include: customer-based charges, capital funding charges, city labor charges, water consumption charges, and industrial usage standby fee. This schedule of charges represents a discount from the City's standard non-residential water rates and reflects the value to the City of Well No. 4's integration into its centralized water system, and the significant investments in conservation to be made by the Developer according to Article 8 herein. The Developer must complete these investments in conservation as a precondition to receiving the fixed charges listed on Exhibit D. The fixed charges listed on Exhibit D will be subject to adjustment in the event that Conagra desires a production meter size greater than eight inches in diameter, with any such adjustments based on the appropriate Water Utility Rate Structure approved by the Waseca City Council. Further, the fixed charges listed on Exhibit D shall remain valid only so long as Well No. 4 is owned by the Developer and in operation as an integrated component of the City's centralized water system.
- 7.2 Reimbursements to City. Developer shall be responsible for reimbursing City in full for all costs incurred by the City for all maintenance and repairs or improvements attributable to Well No. 4 that are reasonable, customary and required consistent with prudent utility practices pursuant to Section 5.2 above, including but not limited to the cost of bulk chemicals purchased by the City to treat the water pumped from Well No. 4, annual well maintenance, all costs associated with repairs or improvements as necessary (including but not limited to expenses for labor, engineering, and any other professional services), and periodic routine well maintenance as part of the City's well maintenance program generally performed every five years. Such reimbursable charges shall be separately invoiced to Developer by the City from time-to-time as such charges are incurred by the City. All expenses submitted hereunder will include documentation to support those costs.

7.3 Electricity. Developer shall be solely responsible for all electric charges imposed by Waseca Municipal Utilities for electricity provided to the Well No. 4 Property, and shall pay all charges billed to Developer for electrical service to the Well No. 4 Property by Waseca Municipal Utilities pursuant to Waseca Municipal Utilities' established rates and billing procedures in effect at the time such service is provided directly to Waseca Municipal Utilities, independent of Developer's obligations to the City under Section 7.6 below. .

7.4 Operating Costs. Developer shall be responsible for all costs that are customary, reasonable, and required consistent with prudent utility practices whatsoever associated with the operation of Well No. 4, either directly or via reimbursement from the Developer to the City under the procedure established in Sections 7.2 above and 5.2, whether or not specifically listed in this Article 7. All expenses submitted hereunder that are not specifically listed in this Article 7 will include documentation to support those costs.

7.5 Supplemental Water Service Charge.

- a. In the event that new regulations are enacted by MNDNR, the Minnesota Pollution Control Agency, or any other regulatory agency or body during the term of this Agreement, which cause the City to incur a total cost to improve its centralized water system equal to or greater than \$1,000,000.00 in order for its centralized water system or sanitary sewer system to comply therewith, a supplemental water service charge ("SWSC") shall be imposed on Developer in a total amount to be calculated pursuant to the following formula:

$$\text{(Capital Costs to City due to new regulation)} \times \text{(Developer Equivalent Residential Units ("ERUs"))} / \text{(Total City Water Utility ERUs)} = \text{Developer SWSC}$$

For the purposes of this section, an ERU has the meaning ascribed to the term by, American Water Works Association ("AWWA") standards. Total Water Utility ERUs shall be determined by the most current City Council rate table.

- b. The SWSC as calculated in subparagraph a above shall be payable, at Developer's election, in either one lump sum payment to be made within 90 days of receipt of the City's invoice therefore, or in equal monthly installments over a total time period not to exceed 60 months, unless a longer period is agreed to by the City, with any such installment amounts added to the City's monthly invoices to Developer under Section 7.1.

7.6 Developer's Responsibilities to Make Payments.

- a. Payment of Invoice. If Developer receives an invoice from City for an expense described in Section 5.1 or Section 5.2 of this Agreement ("Invoice"), Developer shall timely pay the amount due, as stated on the Invoice, according to the manner and means described by the Invoice. In no event shall Developer be required to reimburse City sooner than 30 days after receiving an Invoice from the City.

- b. Right to Object. Developer shall have the right to object to an Invoice prior to the due date stated on the Invoice. If Developer timely objects to an Invoice the parties agree to the following:
  - 1. City shall make available to Developer the relevant statements, readings, receipts, and other documents to justify the amount due as stated on the Invoice.
  - 2. Developer shall promptly pay City any undisputed portion of the amount listed as due on the Invoice.
  - 3. The due date as stated on the Invoice shall be reasonably extended until the matter is resolved, either by mutual agreement of the parties, or according to the procedures for dispute resolution described in Article 12 of this Agreement.
- c. Waiver of Objection. If Developer does not object to an Invoice prior to the due date stated on the Invoice, any objection Developer may have to the Invoice, or any amount or provision stated on the Invoice, shall be waived and Developer shall be responsible for paying the same and may be found in default of this Agreement pursuant to Article 13 of this Agreement.
- d. Penalty for Late Payment. Payments not received by the City by the due date specified in any invoice issued under the provisions of this Article 7, and which are not disputed by Developer under subparagraph b above, or for which any such dispute has been resolved, shall incur a late fee of ten percent of the outstanding amount owed to be applied each month for which such payment remains outstanding.

**Article 8. Water Demand Reduction Measures.**

- 8.1 Developer shall purchase, install and operate in the Facility such equipment and technologies so as to provide for the most efficient use of potable water as is reasonably practicable.
- 8.2 Pursuant to Article 7 above, Developer shall pay directly to the electric utility the cost for all electricity used to pump water from Well No. 4, and pursuant to Article 5, Developer's expenses for electricity shall increase as the Facility's demand for water increases.
- 8.3 Pursuant to Article 7 above, Developer shall pay directly to the City the cost of all chemicals necessary to ensure the return of potable water to the Facility, so that Developer's expenses for chemicals shall increase as the amount of potable water demanded by the Facility increases.

8.4 Pursuant to Article 7 above, Developer shall reimburse the City in full for all maintenance and repair consistent with 5.2 and 7.2, reasonably necessary for the continued operation of Well No. 4, so that the costs to Developer for maintenance and repair of Well No. 4 shall be expected to increase in correlation with the Facility's water demands.

**Article 9. Regulatory Authority.**

This Agreement shall in all respects be subject and subordinate to federal and state regulations administered by the Minnesota Department of Natural Resources ("MNDNR") and applicable to the City through its water appropriation permit.

**Article 10. Warranty.**

Developer warrants that Developer and/or any of its affiliates will: (i) be the intended end-user of the water to be provided to the Facility under this Agreement to be entered into by the Parties, and (ii) will not sell water provided to the Facility under this Agreement to any third party.

**Article 11. Indemnification.**

To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials and agents from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or Developer's performance or failure to perform its obligations under this Agreement. Developer shall defend the City against the foregoing, or litigation in connection with the foregoing, at Developer's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Article 10 shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. Developer's defense and indemnification shall apply to itself, its employees and authorized agents and invitees. . All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

**Article 12. Dispute Resolution.**

City and Developer agree to negotiate all disputes between them arising out of or relating to this Permit in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. If mediation is unsuccessful, either party may exercise its rights under law and pursue a claim in law or at equity in any court of competent jurisdiction, unless the parties each agree to submit their dispute to binding arbitration in accordance with the rules of the American Arbitration Association, in which case an award resulting from such binding arbitration shall be final and judgment may be entered upon such an award in accordance with applicable law in a court having appropriate jurisdiction. No award

made in binding arbitration may include punitive damages. Unless this Permit is terminated in accordance with its terms, or the Parties otherwise agree in writing, the Parties shall continue to perform during the arbitration or other litigation between the parties.

### **Article 13. Default and Remedies.**

- 13.1 Developer Default. If Developer shall default in the payment of any sum required to be paid by Developer under this Agreement or Developer violates, fails to abide by or fails to perform any term or condition of this Agreement to the satisfaction of the City, and such default shall continue for 60 days after written notice to Developer, or if Developer shall default in the observance or performance of any of the other terms or conditions in this Agreement, which Developer is required to observe or perform, and such default shall continue for 60 days after written notice to Developer, or if Well No. 4 shall become inoperable for any reason other than the negligence or willful misconduct of the City in operating and maintaining Well No. 4 as a part of its centralized water system, or if the interest of Developer in this Agreement shall be levied upon under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Developer, or if any involuntary petition in bankruptcy shall be filed against Developer under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 30 days following the filing thereof, or if a receiver shall be appointed for Developer or any of the property of Developer by any court and such receiver shall not be dismissed within 30 days from the date of appointment, or if Developer shall make an assignment for the benefit of creditors, or if Developer shall abandon or vacate the Property, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising any and all other rights and remedies provided at law or in equity, including specific performance hereof. In addition to the remedies and amounts payable set forth or permitted herein, upon the occurrence of an event of default by Developer, Developer shall pay to the City all fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the event of default and related to enforcing this Agreement, whether or not a lawsuit or other action is formally taken.
- 13.2 City Default. If the City shall default in the observance or performance of any of the covenants, obligations or conditions in this Agreement, which the City is required to observe or perform, and such default shall continue for 60 days after written notice to the City, then Developer may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising all other rights and remedies provided at law or in equity. In addition to termination, the City will work with State and Federal agencies for the legal assignment of any singular permit and/or license associated with the operation of Well No. 4 to Developer, and shall reasonably cooperate with Developer and State and Federal agencies as necessary to ensure continuity of operations of Well No. 4 and its service to the Facility..

### **Article 14. Assignment.**

- 14.1 The Developer may not assign this Agreement without the written permission of the City Council, which approval shall not be unreasonably withheld; provided, however, that Developer may assign this Agreement to an entity to which the Development Agreement and the BSA is assigned pursuant to the provisions of those agreements. Notwithstanding the aforementioned written permission will not be required of the City if assigned to a subsidiary or affiliate of Conagra.
- 14.2 The City shall have an unconditional right to assign this Agreement to any instrumentality of the United States government, the government of the State of Minnesota, or any political subdivision thereof, and either party may assign its rights under this Agreement at any time; provided that no such assignment will relieve the assigning party of its obligations under this Agreement.

**Article 15. Notices.**

Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to City by delivering it personally to an officer of City; or if it is directed to Developer, by delivering to an agent of Developer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to City:                    Lee Mattson, City Manager  
    City of Waseca  
    508 South State Street  
    Waseca, MN 56093

If to Developer:            *Sr. Director of Real Estate*  
    *11 Conagra Dr.*  
    *OMAHA, NE 68102*

With a copy to:            ConAgra Foods Packaged Foods, LLC  
    Attn: Legal Department  
    222 W. Merchandise Mart Plaza, Suite 1300  
    Chicago, IL 60654  
    Email: Legal.Notices@Conagra.com

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run 2 business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

**Article 16. Miscellaneous.**

- 16.1 Captions. The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
- 16.2 Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the provision of water service by City to Developer's Facility. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.
- 16.3 Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.
- 16.4 Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
- 16.5 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the City, the County, the State Auditor, or any of their duly authorized representatives, upon reasonable written notice, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this Agreement, provided Developer is not otherwise prohibited from producing any such records by law. The Developer agrees to maintain these records for a period of six years from the date of certification by the City that the Goals have been met.
- 16.6 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- 16.7 Conflicts of Interest/No Personal Liability. No member of the governing body or other official or employee of the City or County shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or County shall be personally liable to the Developer in the event of any default or breach by the City or County or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.
- 16.8 Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

16.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

*[Signature pages to follow]*

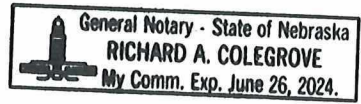


IN WITNESS WHEREOF, Seller and Buyer have each executed this Agreement in their corporate names as of the date first written above.

**DEVELOPER:**

**Conagra Brands, Inc.**

By: *John Lewandowski* Its President *Sr. Director of Real Estate*



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12 day of JANUARY, 2022, by JOHN LEWANDOWSKI as Sr. Dir. of R.E. of Conagra Brands, Inc., a Delaware corporation, on behalf of the corporation.

*Richard A. Colegrove*  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF FACILITY PROPERTY**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SAID SECTION 13, THENCE SOUTH 00° 28' 07" WEST, 1466.83 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO THE SOUTH LINE OF THE NORTH 1466.83 FEET OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89° 34' 26" WEST, 1326.60 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00° 33' 05" EAST, 1136.83 FEET ALONG SAID WEST LINE TO A POINT DISTANT SOUTHERLY OF THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89° 34' 26" WEST, 396.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00° 33' 05" EAST, 330.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89° 34' 26" EAST, 1720.49 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING.

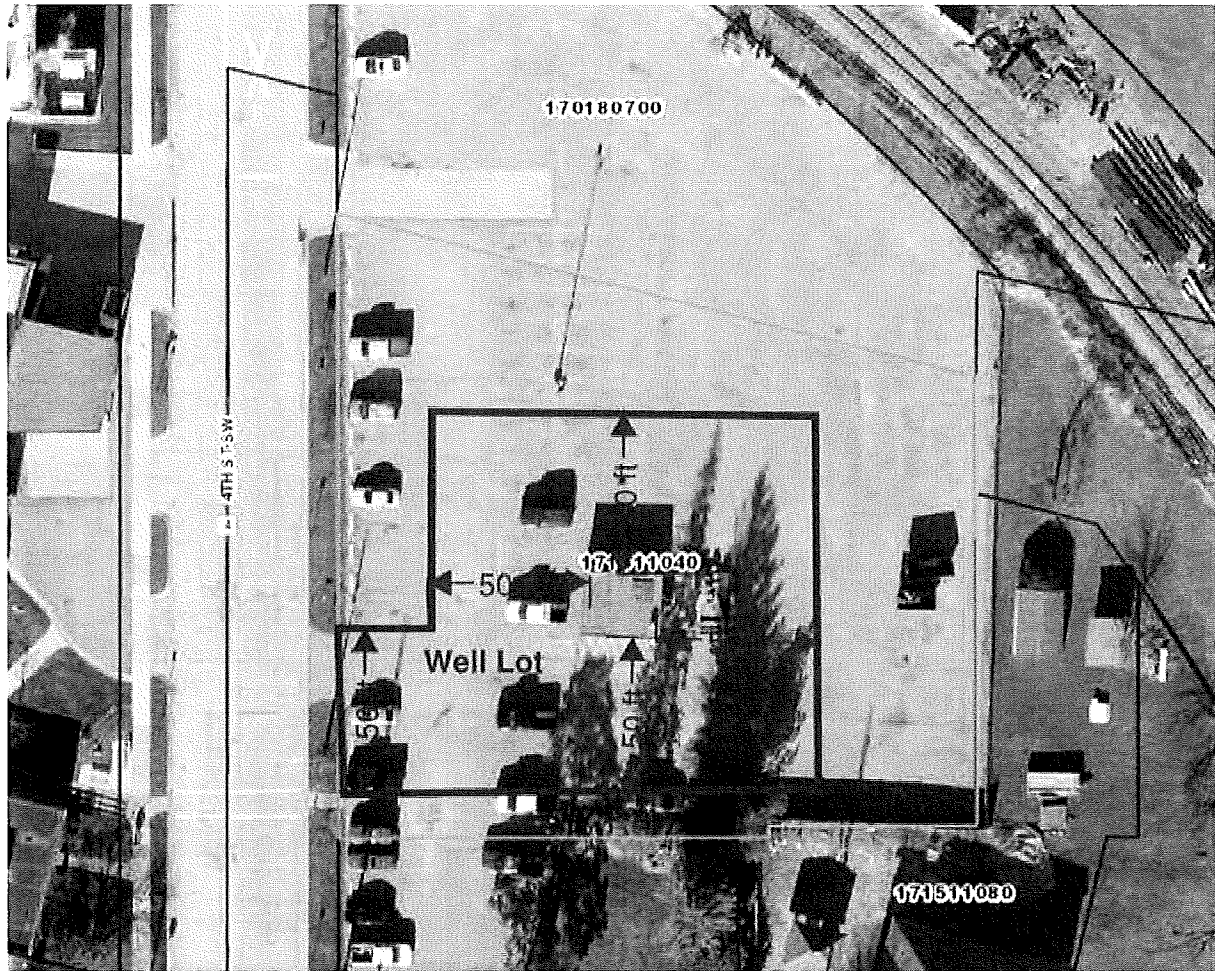
SAID PARCEL CONTAINS 2,075,027 SQUARE FEET OR 47.64 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.

**EXHIBIT B**  
**WELL NO. 4 PROPERTY**



**EXHIBIT C**  
**WELL NO. 4 UTILITY EASEMENT AND WELLHEAD PROTECTION AREA**



**EXHIBIT D**  
**FIXED INDUSTRIAL WATER RATES**

[[TL(&GA1]][RS2]][TL(&GA3]

**Conagra 8 Inch Meter Annual Water Fixed Charges to City of Waseca**

Conagra 8 Inch Meter Annual Water Fixed Charges	YEAR 2020	YEAR 2025	YEAR 2030	Year 2035	YEAR2040	YEAR 2045	YEAR 2050
Annual Customer Base Charge-8 Inch Meter	\$5,208	\$5,468	\$5,742	\$6,029	\$6,330	\$6,647	\$6,979
Annual Capital Funding Charge-8 Inch Meter	\$6,297	\$6,611	\$6,942	\$7,289	\$7,653	\$8,036	\$8,438
Annual City Labor	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,763	\$13,401
Annual Water Consumption (<150 MG)	\$52,320	\$54,936	\$57,683	\$60,567	\$63,595	\$66,775	\$70,114
Annual Industrial Usage Standby Fee	\$14,880	\$15,624	\$16,405	\$17,225	\$18,087	\$18,991	\$19,941
<b>Total Fixed Charges Paid by ConAgra</b>	<b>\$88,704</b>	<b>\$93,139</b>	<b>\$97,796</b>	<b>\$102,686</b>	<b>\$107,821</b>	<b>\$113,212</b>	<b>\$118,872</b>

**EXHIBIT E**  
**FIXED RATE AND CHARGE SCHEDULE**

**RESOLUTION NO. 18-85**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
SETTING WATER UTILITY RATES FOR 2019-2021**

**WHEREAS**, the Waseca City Council establishes Water Utility rates and charges by resolution;  
and

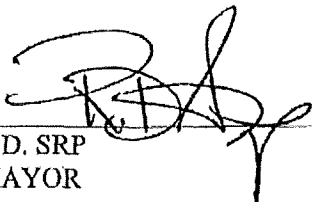
**WHEREAS**, Water Utility Customer Base Charges and Usage Charges for 2019, 2020, and 2021  
will increase; and


**WHEREAS**, The City of Waseca has established that the Water Utility will be operated in a  
financially responsible manner, maintaining a balanced budget and sufficient working capital  
reserves.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca that the  
Water Utility rates shall be amended as set forth in Attachment A, which is attached hereto and  
incorporated herein by reference.

This resolution shall become effective upon its passage without publication. Attachment A will be  
implemented each year effective with all utility invoices payable and due on April 15 of 2019, 2020,  
and 2021

Adopted this 18<sup>th</sup> day of December, 2018.

  
\_\_\_\_\_  
R.D. SRP  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

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City of Waseca Water Rate Structure				Attachment A
Current & Three Year Proposed				
Residential and Non-residential Customer Charges				
Meter Size	Current	Proposed 2019	Proposed 2020	Proposed 2021
<1"	\$ 8.85	\$ 8.98	\$ 9.12	\$ 9.25
1"	\$ 12.50	\$ 12.69	\$ 12.88	\$ 13.07
1.5"	\$ 25.00	\$ 25.38	\$ 25.76	\$ 26.14
2", 2"TC	\$ 37.50	\$ 38.06	\$ 38.63	\$ 39.21
3", 3"TC	\$ 68.75	\$ 69.78	\$ 70.83	\$ 71.89
4"	\$ 118.75	\$ 120.53	\$ 122.34	\$ 124.17
6"	\$ 234.40	\$ 237.92	\$ 241.48	\$ 245.11
8"	\$ 421.25	\$ 427.57	\$ 433.98	\$ 440.49
10"	\$ 546.85	\$ 555.05	\$ 563.38	\$ 571.83
Residential Consumption Charges				
0-8 units	\$ 1.56	\$ 1.58	\$ 1.60	\$ 1.62
9-17 units	\$ 1.64	\$ 1.66	\$ 1.68	\$ 1.70
> 17 units	\$ 1.72	\$ 1.74	\$ 1.76	\$ 1.79
Non-Residential Consumption Charges				
per unit (100 cu ft)	\$ 1.59	\$ 1.63	\$ 1.68	\$ 1.73
Non-Residential Sprinkler Consumption Charges				
per unit (100 cu ft)	\$ 1.72	\$ 1.74	\$ 1.76	\$ 1.79
Water Sales Station				
per 200 gallons	\$ 1.50	\$ 1.54	\$ 1.57	\$ 1.61
Water Access Charge (WAC)				
Small (5/8" - 1")	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00
Medium (1.5" - 4")	\$ 3,560.00	\$ 3,560.00	\$ 3,560.00	\$ 3,560.00
Large (6" - 10")	\$ 8,105.00	\$ 8,105.00	\$ 8,105.00	\$ 8,105.00
Vegetable Company Industrial Usage Standby Water Fee				
per month	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00
Notes:				
a. New rates begin on bill due April 15 of each year (consumption from mid-February to mid-March).				
b. Downsizing of a customer account meter will be determined by staff based on past practice.				
c. All meters must be obtained from the water utility				
d. Meter replacement charges will apply based on the most recent meter prices				
e. 1 unit = 100cu ft = 748 gallons				



325773

**DOCUMENT#: A325773**  
**Recorded 03-24-2021 at 1:14 PM**  
**LINDA KARST, COUNTY RECORDER**  
**WASECA, MN**  
**Pages: 45 Fee Amount: \$46.00**  
**RETURN TO: WASECA CITY OF**



*(reserved for recording information)*

## **DEVELOPMENT AGREEMENT**

*(City Installed Improvements)*

### **CONAGRA – WASECA PLANT – PROJECT GREEN JAY**

**AGREEMENT** (the “Agreement”) dated November 17, 2020, by and between the **CITY OF WASECA** a municipal corporation under the laws of the State of Minnesota, with its principal office located at 508 South State Street, Waseca, Minnesota 56093 (the “City”), and **CONAGRA FOODS PACKAGED FOODS, LLC**, a limited liability company under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the “Developer”); (collectively, the City, the County and the Developer shall be referred to herein as the “parties”).

#### **RECITALS**

A. The Developer owns and operates the Birdseye vegetable processing facility located at 400 4<sup>th</sup> Street Southwest in the City of Waseca, Waseca County, Minnesota, with Parcel Identification (PID) No. 172190020 (the “Current Facility”), which facility has operated on the site for at least the last 90 years, but the Developer has determined that it is no longer practical to continue operating such facility and intends to decommission, close and otherwise cease operations at the current facility on or before July, 2023.

B. Conagra Foods Packaged Foods, LLC is the fee owner of a parcel of real property approximately 120 acres in size located at 2351 Brown Ave in the City of Waseca, which is generally adjacent to the south of Brown Avenue and to the east of 110th Street in St. Mary's Township, Waseca County Parcel Identification No. 090130600 (the parcel number may change after its incorporated and subdivided into the City (potentially resulting in multiple parcel numbers) and later added by amendment to this Agreement) as legally described in Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference, (the "Development Property"); and

C. The Developer proposes to develop a new vegetable processing facility consisting of, at a minimum, site grading, building pad construction and construction of an approximate 240,000 square foot building, including mezzanine, on the northernmost 47.64 acres of the Development Property, as legally described on Exhibit C attached hereto and incorporated herein by reference (the "Project Site"), and associated infrastructure, including but not limited to soil corrective measures, stormwater management facilities, grading and erosion control facilities, parking improvements, lighting facilities, private utility installations (including water and sewer service lines and facilities related to Developer's storage, treatment and disposal of process wastewater), and other improvements, all as shown on the preliminary proposed site plan for the project attached hereto and incorporated herein by reference as Exhibit D (collectively, the "Project"); and

D. The Developer has previously used the Development Property as spray fields for irrigation and land application of vegetable processing wastewater generated at the current facility, and Developer intends to continue using the portion of the Development Property that will not be developed as part of the Project (approximately 72.36 acres) as spray fields for irrigation and land application of vegetable processing wastewater generated from the new facility, and has a need for additional spray field capacity in the vicinity of the Project to replace the 47 acres of the Development Property currently used for spray fields on which the Project will be developed; and

E. Due to unique requirements of the new facility to be developed on the Project Site and its anticipated demands on public infrastructure, the parties have agreed to certain arrangements affecting

parcels of property other than the Development Property in support of the Project and to best equip the City to serve such facility with public infrastructure as more fully described herein; and

F. The Project necessitates the construction of public improvements including a 16-inch replacement of the City's existing water mains along 5<sup>th</sup> Avenue Southwest from the City's Well No. 2 through a stub across a railroad property to a connection at Elm Avenue and along Brown Avenue, a total of approximately 3,000 feet to serve the Development Property, which the City intends to continue an additional approximately 1,850 feet to the western parcel line of the Development Property to accommodate anticipated future growth and development, as shown on Exhibit E, which is attached hereto and incorporated herein by reference (the "Water Main Improvements"); and

G. The City and Waseca County (the "County") have each approved a tax abatement resolution for abatement of a percentage of the City's and County's shares of ad valorem property taxes on the Development Property derived from the value of the Project for a term of 20 years, pursuant to Minn. Stat. § 469.1813, and the parties shall enter into a joint Tax Abatement and Business Subsidy Agreement (the "BSA") contemporaneous with the signing of this Agreement setting forth the terms and conditions upon which such public assistance is granted to the Developer in support of the Project; and

H. The City has determined that the public support for the Project contemplated herein and in the BSA are warranted because the development and construction of the Project and fulfillment of this Agreement are vital and are in the best interests of the City, will result in the retention of vital employment opportunities for its citizens, increase and modernize the industrial building facilities available in the City, and increase the tax base in the City; and

I. The Developer, the City and the County entered into a nonbinding letter of intent, effective July 21, 2020, which generally outlined each of the parties' anticipated roles, responsibilities and contributions with respect to the Project; and

J. The parties desire to enter into this Agreement in satisfaction of applicable City requirements and to list the undertakings and obligations of each party from this point forward with

respect to the Project and with respect to the City Approval Process, as defined below, all as required by the City's Code of Ordinances (the "Code").

**NOW, THEREFORE**, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. **COMMITMENT TO CONSTRUCT PROJECT.** In consideration of the significant public support committed to this Project by the City herein and in the BSA, the Developer agrees to exercise all reasonable diligence to construct the Project on the Development Property and complete such construction in accordance with the schedules, timelines, procedures, plans and requirements set forth herein and in the BSA.

2. **PROJECT APPROVALS.** The Project is subject to the approvals, requirements and procedures specified in this Section 2 as follows (the "City Approval Process"):

a. Environmental Review. An Environmental Assessment Worksheet ("EAW") is a mandatory requirement for this Project under Minn. R. 4410.4300, subps. 1 and 14.B because the Project involves the "construction of a new . . . industrial . . . facility, other than a warehousing or light industrial facility" in a fourth-class city and will have "gross floor space of at least 200,000 square feet." Consequently, the Project "may not be started and a final governmental decision may not be made to grant a permit, approve (the Project), or begin (the Project)" under Minn. R. 4410.3100, subpt. 1 until the environmental review process has been completed as specified thereunder. The Developer filed its EAW for the Project with the City, which is acting as the Responsible Governmental Unit (RGU) under Minn. R. 4410.4300, subpt. 14.B, on May 18, 2020. The EAW was published in the Environmental Quality Board Monitor on July 13, 2020 and was open for public comment under Minn. R. 4410.1600 through August 12, 2020. The City received two public comments during the comment period. The City issued a negative declaration on the need for an Environmental Impact Statement on August 18, 2020, and prepared and submitted a Record of Decision ("ROD") to the Environmental Quality Board ("EQB") for publication. EQB's publication of the ROD completed the environmental review process.

b. Land Use Approvals.

i. Annexation. The Development Property was ordered annexed from St. Mary's Township by the City pursuant to that certain Order of the Office of Administrative Hearings in its Municipal Boundary Adjustments Unit Docket No. A-8275 dated July 24, 2020.

ii. Final Plat/Subdivision. Developer shall subdivide the Development Property to create separate parcels for the site of the Project and the remainder of the Development Property to be used as agricultural spray fields within 12 months after the City's issuance of a Certificate of Occupancy for the Project. Such subdivision of the Development Property shall comply with Chapter 151 of the City Code.

iii. Zoning. At the time the City annexed the Development Property from St. Mary's Township by ordinance, it duly established the zoning of the Development Property as within the City's I-2, Moderate Industry District. The Project is a permitted use in the City's I-2 District pursuant to City Code § 154.031 and Table 6-1.

iv. Legal Nonconforming Use. The City acknowledges that although the approximately Developer's use of the approximately 72.36 acres of the Development Property that is not included in the Project Site as agricultural spray fields is not permitted in the I-2 district, such use by Developer is entitled to continue as a legal non-conforming use governed by Minn. Stat. § 462.357, subd. 1e.

c. Site Plan, Building and Occupancy Permits.

i. Site Plan. Site plan review and approval is required for the Project pursuant to City Code § 154.178 before the City may issue a building permit for the Project. The Developer submitted a site plan application in June of 2020, which the City accepted and authorized the Project to proceed to the permitting stage.

ii. Grading, drainage and erosion control permit. The Developer shall not begin grading or other construction activity on the Development Property without first obtaining a grading, drainage and erosion control permit pursuant to City Code § 154.188. The Developer submitted and/or shall submit a complete grading, drainage and erosion control permit application on or before August 28, 2020, and the City shall thereafter proceed with all reasonable speed and diligence to consider and act on the Developer's grading, drainage and erosion control permit application pursuant to the requirements of City Code § 154.188.

iii. Building Permit. The Developer shall obtain a building permit for the Project pursuant to Chapter 150 of the City Code, inclusive of any components thereof that may be broken out for separate approval such as, by way of example and without limitation, the foundation permit. An application for a building permit may not be submitted before the zoning application process has been completed and all land use approvals required in Section 2.b above and site plan approval required in Section 2.c.i above have been issued. The Developer proposes to begin construction of the Project in the fall of 2020, and to complete such construction by May 1, 2022, and shall be responsible for submitting a complete building permit application pursuant to the requirements of Chapter 150 of the City Code at such time as will facilitate its desired construction schedule.

iv. Certificate of Occupancy. The Developer intends to complete construction of the Project by May 1, 2022. A Certificate of Occupancy will be required to be issued by the City upon the City's inspection of the Development Property and confirmation that the Project conforms to all code requirements before the new facility may be occupied or used in whole or in part, pursuant to City Code § 154.186. The City agrees to issue a temporary occupancy permit in early 2022 for plant commission, limited food production, and office equipment installation, testing, training and trial operations if the Developer applies for the same and submits evidence to the satisfaction of the City's Building Official that the Project is of such



state of completion that it may safely be occupied on a temporary basis prior to final building occupancy permit approval. In such case, the City may require the Developer to enter into an agreement specifying the time and manner of completion of any outstanding work to complete the Project in conformance with all code requirements, which agreement may require the Developer to provide security for the cost of completing such work, at the discretion of the City, depending on the nature of the outstanding work. The City and Developer each agree that they will act with all reasonable speed and diligence regarding the preparation, submission, review and staff issuance of said temporary occupancy permit.

3. **CONDITIONS OF PROJECT APPROVAL.** City approval of the Project is conditioned on the Developer entering into this Agreement, the Developer successfully completing the environmental review process, the Developer entering into a Tax Abatement and Business Subsidy Agreement with the City and County in a form acceptable to the City and County contemporaneous with the execution of this Agreement, and approval of Developer's wetland Notice of Application (NOA) by Minnesota's Bureau of Water and Soil Resources ("BWSR").

4. **RIGHT TO PROCEED/CONDITIONS PRECEDENT.** The City provided the Developer approval to proceed with the grade improvements, earth removal, tree removal, private utility improvements construction, foundation construction, and the Developer shall satisfy the following conditions prior to proceeding with construction of any buildings or structures on the Development Property:

- a. This Agreement has been fully executed by both parties and filed with the City Clerk. This Agreement shall be recorded by the Developer within 60 days following execution hereof;
- b. The Developer shall have successfully completed the environmental review process;
- c. The site plan for the Project on the Development Property and the plans and specifications for the Project related thereto have been approved and signed by the City Engineer (hereinafter, the title "City Engineer" shall refer to the City Engineer, the Director of Public Works, or such other designee as may be approved by the City Manager) with such conditions as required by the City Code;

d. The construction plans and other such plans as required by the City have been approved and signed by the City Engineer;

e. The Developer's wetland Notice of Application (NOA) has been approved by Minnesota's Bureau of Water and Soil Resources ("BWSR");

f. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.

g. A certificate of public liability and property damage insurance as required in this Agreement has been filed with the City Clerk; and

5. **DEVELOPMENT PLANS.** The Development Property shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The plans are:

a. Plan A – Site Plan

b. Plan B – Stormwater Management Plan / SWPPP

c. Plan C – Grading Plan

d. Plan D – Civil Plans

e. Plan E – Building Plans

The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Project Improvements, as defined below, shall be installed in accordance with the City-approved plans for such improvements and the policies, rules, regulations, standards and ordinances of the City. No work shall commence on the Project or the Project Improvements until the Developer obtains a grading, erosion and sediment control permit or building permit, as applicable, for the Project and the Project Improvements and pays all costs and fees required in connection with the procurement of such permit.

6. **PROJECT IMPROVEMENTS.**

a. The Developer shall construct the Project, at its sole cost and expense and subject to the terms and conditions contained herein, including the following private improvements (the “Project Improvements”) in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:

- i. Surface Water Facilities (pipe, ponds, rain gardens, and similar improvements);
- ii. Grading, Drainage and Erosion Control;
- iii. Utilities (domestic sanitary sewer and industrial and domestic water service connections, facilities related to Developer’s storage, treatment and disposal of process wastewater, gas, electric, cable, telephone, etc.);
- iv. Soil Correction;
- v. Landscaping Required by the Zoning Ordinance;
- vi. Lighting Equipment and Facilities;
- vii. Parking Improvements;
- viii. Surveying and Monuments Required by Minnesota Statutes;
- ix. A minimum 240,000square-foot vegetable manufacturing plant, including the mezzanine; and
- x. Miscellaneous Facilities or other elements defined by the guiding documents.

b. The Project Improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, and City standards and policies, as applicable.

c. The Developer shall be solely responsible for the costs of constructing the required Project Improvements. The costs of constructing the Project Improvements shall include the actual construction costs, the actual engineering, administration, and any legal costs related thereto, and all other costs relating to the construction of the Project Improvements incurred by the Developer.

The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs, law firms and other consultants engaged by the Developer.

d. The Developer shall commence and complete construction of the Project pursuant to the times established therefore herein and in the BSA.

**7. PUBLIC INFRASTRUCTURE.**

a. Water Main Improvements. The Project necessitates the design, construction and installation of the Water Main Improvements as shown on Exhibit E. Said Water Main Improvements shall be designed, constructed and paid for by the City pursuant to all policies, standards, and specifications of the City and in full compliance with Minnesota's Uniform Municipal Contracting Law, Minn. Stat. § 471.345; however, the City shall coordinate its design and construction of the Water Main improvements with the Developer to facilitate Developer's connection thereto. The City shall exercise all reasonable diligence so as to complete the Water Main Improvements on or before November 15, 2021 or such later date as may be approved by the Developer, which approval shall not be unreasonably withheld, in the event that the Project does not progress to a state of completion sufficient for the Developer to apply for a certificate of occupancy or temporary certificate of occupancy by May 1, 2022 as contemplated in Section 2.b.iv above. Nothing herein shall be construed as the City's waiver of water availability charges (WAC) for the Project in any amount, which must be paid in full by Developer pursuant to Section 15 below.

b. The City's obligation to design, construct, install or otherwise commence work on the Water Main Improvements shall be subject to the condition precedent that Developer first successfully complete the City Approval Process, obtain a building permit, and commence construction of the Project Improvements.

c. If this Agreement is terminated for any reason the City shall have no obligation to design, construct or install the Water Main Improvements, or to continue any such design, construction or installation thereof.

d. Nothing in this Section 7 shall be construed as requiring the City to construct, or incur any expenses for the construction of, service lines or other connections from the 16-inch main to serve the Development Property of the facility to be constructed thereon; any such service lines or connections shall be included in the Project Improvements for which Developer is responsible.

e. City Ownership of Public Improvements. The Water Main Improvements and associated public improvements shall be constructed by and at all times be under the ownership and full control of the City.

8. **EASEMENTS.** Subsequent to the execution of this Agreement and prior to the call for bids to construct the Water Improvements, the Developer shall convey to the City, in a form acceptable to the City, the following easements in relation to the Water Main Improvements:

a. Developer shall grant the City a permanent utility easement over, under and across the northerly 20 feet of the Development Property on a form substantially consistent with Exhibit F attached hereto to accommodate the Water Main Improvements and limited other City-owned utilities such as underground fiber and/or electric lines.

b. A temporary construction easement, for the duration of the construction time period, ten feet in width immediately adjacent to and running parallel with the southern line of the permanent easement described in subparagraph a above.

9. **OTHER PERMITS AND APPROVALS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the Project from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following:

- MPCA Permit for Stormwater Management
- BWSR and other wetlands permits as applicable
- DNR for Dewatering
- MPCA for Process Wastewater storage, treatment and disposal and/or Hazardous Material Removal and Disposal
- City of Waseca for Building Permits

- Waseca County Road Access Permits
- Federal Aviation Administration/MNDOT Aeronautics. 7460-1 Notices of Proposed Construction or Alterations required for temporary cranes and the structure itself and other permits and approvals as necessary
- Other permits as applicable

The Developer or its engineer shall schedule pre-construction meetings for the Project Improvements with all the parties concerned, including City staff, as necessary to review the program for the construction work.

10. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Development Property to perform all work and inspections authorized by any law, regulation, and/or the Waseca Code of Ordinances, or as otherwise required by any administrative agencies with jurisdiction over the City and/or the Project, in conjunction with this Agreement, the Project and the Project Improvements. The license shall expire upon completion of the Project and Project Improvements. The City shall thereafter have the right to enter the Development Property to perform inspections as authorized by City Code.

11. **CONSTRUCTION ACCESS.** Construction traffic access and egress for the Project, including grading and utility construction is restricted to access to the Development Property from the west via Brown Avenue (or otherwise across private roads on property owned by the Developer). Traffic shall generally enter the City from the north by taking Minnesota Highway 13 south, then west on 375<sup>th</sup> Avenue, south on County Road 27 (110<sup>th</sup> Street) to Brown Avenue; from the east, west and south by taking U.S. Highway 14 to the County Road 2 exit, then east on County Road 2 (360<sup>th</sup> Ave), which turns into Brown Avenue. No construction traffic is permitted on residential streets or in the City other than as identified herein, and under no circumstances shall construction traffic use State Street or Elm Avenue in the City to access the Development Property. Notwithstanding the restrictions imposed in this Section, traffic from the borrow site described in Section 19.a below may take Minnesota Highway 13 into the City's industrial park, proceed west on County Road 40 (350<sup>th</sup> Avenue), north on County State Aid Highway 27 (110<sup>th</sup> Street) and east on Brown Avenue to the Development Property, as shown on Exhibit G, which is attached hereto and incorporated herein by reference.

**12. STORMWATER MANAGEMENT PLAN.** The Development Property shall be graded and the Project constructed in accordance with the approved stormwater pollution prevention plan (the “SWPPP”). The SWPPP shall conform to City of Waseca requirements and specifications, City Code and applicable law. The SWPPP shall specifically include erosion and sedimentation control measures meeting accepted design criteria, standards and specifications contained in the Minnesota Stormwater Manual or other standards approved by the City Engineer. The Developer shall furnish the City Engineer with satisfactory “as-constructed” plans after completion of construction.

**13. EROSION AND SEDIMENT CONTROL.** Prior to initiating site grading, the erosion and sediment control measures included in the SWPPP shall be implemented by the Developer and inspected and approved by the City Engineer. The SWPPP shall be implemented by the Developer and inspected and approved by the City Engineer. Site inspections to ensure compliance with the SWPPP shall be conducted by the City Engineer or the City Engineer’s designee on a weekly basis, at a minimum, but may be conducted more frequently if determined necessary by the City Engineer. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency’s (MPCA) Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer’s SWPPP. The City may impose additional erosion and sediment control requirements if they would be beneficial in the City’s reasonable judgment. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control measures in the SWPPP or supplementary instructions received from the City Engineer, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City’s rights or obligations hereunder. The Developer shall be responsible for the costs incurred by the City in conducting such work.

**14. DECLARATION OF COVENANTS AND AGREEMENT FOR MAINTENANCE OF STORMWATER FACILITIES.** In order to provide stormwater management and control, to meet the City’s stormwater permitting requirements, City Code and state law and regulations, as applicable, and to promote the water quality and volume control to the City's stormwater system and water bodies, the

Developer and the City agree that it is reasonable for the City to require the Developer to construct, inspect, operate, repair, maintain and replace, at the Developer's cost and expense, permanent storm water control facilities in the form of stormwater detention pond(s). Stormwater runoff from the site will be conveyed overland and via storm sewer to the detention facilities. Runoff will be released from the detention via a multi-stage outlet and conveyed south eventual draining to an existing creek. Pursuant to City Code, the City and Developer shall enter into an agreement on a form acceptable to the City and containing terms and conditions as required by the City setting forth, in a recordable instrument, an agreement to establish covenants and declarations upon the Development Property for the installation of and ongoing operation, repair, maintenance and replacement of such stormwater facilities as required by applicable City Code and law at the Developer's and the Developer's successors' and assigns' cost and expense.

**15. SANITARY SEWER AND WATER TRUNK UTILITY CHARGES.** The Developer is subject to sanitary sewer and water access/availability area charges for the Development Property. The sanitary sewer and water access/availability area charges shall be calculated as follows:

a. Sanitary Sewer Availability Charge:

i. The Developer shall pay a sanitary sewer availability charge ("SAC") for the service connection through which domestic human sanitary wastewater generated at the proposed facility will be routed to the City's Waseca Wastewater Treatment Facility. The SAC shall be imposed and calculated based on the size of the water meter(s) pursuant to the table of charges established in City Council Resolution No 18-86, which is attached hereto as Exhibit H and incorporated herein by reference.

ii. The Developer is not currently planning to discharge or utilize an emergency process wastewater connection to the City's wastewater treatment facility ("WWTF"); however, the ability to access equalization storage would be beneficial to the Developer's ability to conduct future facility expansions. Any such future connection to the City's WWTF or any equalization pond(s) operated by the City in conjunction with its WWTF shall be pursuant to a wastewater significant industrial user agreement and/or wastewater



equalization storage facility shared use agreement, as applicable, and shall be subject to the applicable SAC(s) at that time.

b. Water Availability Charge: The Developer shall pay a watermain availability charge(s) (“WAC”) for the service connection(s) through which water will be supplied from the City’s centralized water system for both Developer’s industrial use and for Developer’s domestic human use on the Development Property. The SAC shall be imposed and calculated based on the size of the water meter(s) pursuant to the table of charges established in City Council Resolution No 18-85, which is attached hereto as Exhibit I and incorporated herein by reference.

The Developer shall pay the above sanitary sewer and water availability charges at the time of building permit application, and a building permit shall not be issued by the City until such charges are paid in full.

**16. WETLAND MITIGATION.** No wetland mitigation is planned for the site. The Developer has proposed to satisfy its mitigation obligations by purchasing wetland bank credits in its NOA to BWSR. The Developer shall satisfy all requirements of BWSR and obtain all required wetland permits from the City. The Developer is further responsible for any undisclosed mitigation on the land, and will be required to submit any necessary security should subsequent wetlands be identified.

**17. UNDERGROUND UTILITIES – PRIVATE.** This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

a. The Developer is responsible for the cost of installing all private utilities of any nature or kind whatsoever.

b. The Developer shall contact the utility companies to coordinate the installation of the utilities. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer.

c. The City Engineer and County Engineer (as the County controls the right-of-way) must approve of the final location for all private utilities. Joint trenching of the utilities is strongly

encouraged. All utilities must be located in public rights-of-way or within drainage and utility easements.

d. If any conditions set forth in this Agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

#### **18. RESPONSIBILITY FOR COSTS.**

a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it in conjunction with this Agreement, the grading and development of the Development Property, the construction of the Project and the Project Improvements required by this Agreement, and any future subdivision of the Development Property, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Development Property as directed by Developer, as applicable; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; and all permits and approvals.

b. Except as expressly agreed to by the City, the City shall not be obligated to pay Developer or any of its agents or contractors for any costs incurred in connection with the construction of the Project or the development of the Development Property. Developer agrees to defend, indemnify, and hold the City and its mayor, council members, employees, agents and contractors harmless from any and all third-party claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, to the extent proximately caused by Developer or which may arise as a result of plat approval, the Project, this Agreement, the construction of the Project Improvements, the development of the Development Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto, except if caused by the negligence or intentional act of the City or its employees, agents or contractors.

c. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

d. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days of receipt of the City's invoice, including detailed statements or documentation regarding such charges, to Developer. If Developer fails to pay a required bill, then after providing the Developer with at least fifteen (15) days prior written notice, the City may declare the same an event of default, and the City may thereafter assess and certify such unpaid charges to the County Auditor for collection in like manner with property taxes on the Development Property, or the City may take any other actions as may be available under this Agreement, at law, or in equity. Bills not paid within sixty (60) days shall accrue interest at the rate of eight percent (8%) per year.

e. In addition to the charges referred to herein, other charges and special assessments may be imposed as set forth in the City's ordinances such as but not limited to City building permit fees and plat review fees, which shall be paid by Developer.

19. **SPECIAL PROVISIONS.** The following special provisions shall apply:

a. Borrow Site. If needed by the Developer, the City may additionally also allow Developer to use a 20-acre property, Parcel ID No. 120200600 (the "borrow site"), located along 14<sup>th</sup> Avenue in Woodville Township in Waseca for soil borrow or topsoil waste purposes and/or crop production, subject to the City Public Works Director's approval of Developer's grading plan for the borrow site. In such case, the parties shall enter into a separate agreement setting forth the terms

and conditions under which such use by the Developer will be authorized. Under no circumstances shall any borrow material be removed from or any crops planted within any portion of this parcel that is subject to a conservation easement. Developer shall indemnify and hold harmless the City against any loss in lease revenue sustained by the City as a result of Developer's use of the borrow site pursuant to this paragraph. The parties shall include Woodville Township in discussions should this parcel be used for borrow purposes to address how damage caused to township roads accessing the site will be handled to the township's satisfaction, and the license agreement shall further include appropriate measures for the protection of any City streets upon which the Developer's trucks may transport borrow material from this parcel.

b. Water Services and Connection Agreement.

i. The Developer owns existing Well No. 4 located on real property identified as Waseca County Parcel No. 171511040. Well No. 4 is operated by the City, permitted to the City through the City's water appropriation permit from the Minnesota Department of Natural Resources ("MNDNR"), and with the Developer's authorization, is fully integrated into the City's centralized water system; however, the Developer reimburses the City for certain operation and maintenance expenses (and pays electrical costs directly to the vendor), including the costs of bulk chemical purchases for the well. (The Developer also pays fixed customer base charges, water capital funding charges, an industrial usage standby water fee, and reduced rates for its annual peak water demand during the vegetable packing season.) The City benefits from Well No. 4's integration into the City's centralized water system because Well No. 4's pumping capacity exceeds 20 percent of the total pumping capacity for the City's system. This additional capacity is advantageous to meet peak system demand, and for efficiency of system maintenance due to well rotation capability integrated with City SCADA computer assisted pumping operations.

ii. The Developer's existing operations require extensive potable water supplied from the City's centralized water system, which includes Developer-owned Well No. 4, particularly each fall during the vegetable packing season.

iii. The parties agree to negotiate a Water Services and Connection Agreement which shall specify the terms and conditions upon which Well No. 4 is connected to and integrated with the City's centralized water system, based upon the Parties' current practice, including (1) services to be performed by the City with respect to water pumped from Well No. 4 and otherwise and returned to Developer's facility (e.g. transportation, distribution, storage, conditioning, etc.); (2) requirements that the amount of water the City may pump from Well No. 4 not substantially exceed the amount of water returned to Developer's facility from Well No. 4, as calculated over a five-year rolling average; (3) the charges to Developer; (4) the Developer's responsibilities for ongoing ownership and maintenance expenses related to Well No. 4; (5) the water demand reduction measures to be incorporated into the Project by the Developer; and (6) the agreement shall be subject to federal and state regulations administered by MNDNR and applicable to the City through its water appropriation permit. The term of the agreement shall be 30 years, the maximum term authorized by Minn. Stat. § 444.075, subd. 5.

iv. The charges to Developer under subparagraph iii above shall apply to water supplied to the Developer's facility through the Developer's eight to twelve-inch water service line for Developer's industrial use; water supplied to Developer's facility through the Developer's two-inch service line for domestic use shall be billed under the City's adopted non-residential rates. The charges to Developer under #3 above shall be substantially consistent with Exhibit J attached hereto and structured so as to encourage conservation consistent with the requirements of Minnesota law, subject to the approval of MNDNR.

v. Costs in Exhibit J, include, but are not limited to: customer-based charges, meter charges, city operations, labor, and bulk water. The Developer's annual water usage is expected to be between 120 and 150 Million Gallons or more. The City will maintain a rolling five-year average of the amount of water used by each party annually from Well No. 4 and operate its centralized water system accordingly so as not to pump more water from Well No. 4 than is provided to Developer over such rolling five-year period. Should the City require Well No. 4 water in the case of an emergency it will notify the Developer and attempt balance the water used by each party with the five-year rolling average.

vi. Excluded from the charges specifically listed in Exhibit J are the following expenses for which Developer currently reimburses the City and will be required to continue reimbursing the City in the Water Services and Connection Agreement: electrical charges, chemicals, annual well maintenance, and periodic routine well maintenance as part of the City's well maintenance program generally performed every five years (by way of example, the 2019 bid price for this maintenance work attributable to Well No. 4 was \$54,554.60).

c. Transfer of Land Near WWTP. The developer owns certain real property near the City's WWTF. The City is interested in acquiring additional land near its WWTF to facilitate future expansion or intensification of its WWTF operations in order to serve the City's residents and businesses, including the Developer. In consideration and recognition of the City's commitment of significant public support for the Project, the Developer shall convey three parcels of Developer-owned property totaling approximately 10.75 acres to the City, all as shown on Exhibit K attached hereto and incorporated herein by reference. The proposed lot transfer of "Lot 1" is Parcel ID 090130510. The third parcel "Lot 3" to be transferred to the City would be created from approximately 0.75 acres located north of the City WWTF outside of the area covered by a pivot on an existing spray field. The City shall be responsible for relocating all drain tile for any of the parcels affected by its ownership. The Developer will allow covered concrete tanks and enclosed

buildings associated with the City's WWTF on the site of "Lot 3", but would prohibit the placement of a flow equalization open air wastewater storage pond, or any other structure that could negatively impact Developer's adjacent spray field, upon such parcel. Prior to completing these lot transfers of Lot 1 and Lot 2, and Lot 3, the Developer shall first complete the decommissioning the existing lagoon thereon, commonly referred to as the '47 Lagoon, with the goal of completing such decommissioning and receiving final approval of such decommissioning from the MPCA on or before November 15, 2021. The City will not accept transfer of these parcels without first receiving conformation of such approval by MPCA.

d. Future Water Tower. The City, County, and Developer agree that the construction of a new water tower in the vicinity of the Development Property would be of benefit to both the City and the Developer; however state and federal funding will be necessary for such project to be feasible. The City and County will act with all reasonable diligence to secure the necessary state and federal funding for this project with the goal that a new water tower would be completed by 2026. Developer agrees to assist in the pursuit of state and federal funding by coordinating lobbying efforts with the City and County.

e. Cleanup. The Developer shall promptly clear or cause to be cleared from the Development Property and any public streets or property, any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Developer or its agents or assigns. If Developer fails to do so within two (2) business days of receipt of telephone or personally delivered notice from the City, the City shall be entitled to undertake such corrective action as it deems necessary and to charge the Developer for the cost of such corrective action. This remedy is in addition to any other remedy available to the City hereunder. Developer's failure to pay such charges when billed by the City shall be an additional Event of Default under this Agreement.

f. Individual structures must comply with the overall grading plan for the site. Each individual building permit will be reviewed for compliance with the overall grading plan and is subject to review and approval of the City Engineer and Building Official.

g. Utility connections are subject to review and approval by the City Engineer.

**20. MISCELLANEOUS.**

a. The Developer may not assign this Agreement without the written permission of the City Council, which approval shall not be unreasonably withheld; provided, however, that Developer may assign this Agreement to an entity that is owned or controlled by Developer or Developer's owners without the approval of the City Council. For the purposes of this subparagraph (a), it shall be reasonable for the City to require, as conditions to any assignment of this Agreement in which the Developer seeks to be released from its obligations under this Agreement, that any proposed assignee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer, and that such transferee do so by written instrument satisfactory to the City and in form recordable among the land records pursuant to which such assignee, for itself and its successors and assigns, and expressly for the benefit of the City, expressly assumes all of the obligations of the Developer under this Agreement and agrees to be subject to all the conditions and restrictions to which the Developer is subject.

b. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Project and Project Improvements are completed liability and property damage insurance covering contractual liability, personal injury, including death, and claims for property damage which may arise out of Developer's performance of its obligations under this Agreement, Developer's work on the Project or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$300,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the Project and



Improvements specified in this Agreement. The certificate shall provide that the City must be given ten days advance written notice of the cancellation of the insurance.

c. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

d. Third parties shall have no recourse against the City or Developer under this Agreement.

e. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

f. The action or inaction of the either party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. Either party's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

g. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Developer and its successors and assigns.

h. This Agreement will be recorded against the title to the Development Property within 60 days following execution hereof.

i. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Development Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Development Property; that there are no unrecorded interests in the Development Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

j. Each right, power or remedy herein conferred upon the either party is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to either party, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

k. Both parties agree to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the Development Property and Project Improvements.

l. The City's approval of this Agreement does not include approval of building permits for any structures to be constructed on the Development Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures on the Development Property.

21. **DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement which is not cured following 30 days' written notice to Developer, the City may, at its option, take one or more of the following actions:

a. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;

b. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;

c. Halt all development work and construction of improvements until such time as the event of default is cured;

d. Withhold the issuance of a building permit or permits or certificates of occupancy and/or prohibit the occupancy of any structure(s) for which permits have been issued until the event of default has been cured;

e. Terminate this Agreement by giving written notice of such termination to the Developer and discontinue the performance of the City's obligations and responsibilities hereunder; provided that if the nature of the default is such that it cannot reasonably be cured within thirty days' after Developer's receipt of the City's notice of default, Developer may submit a written plan for curing such default to the City within the 30 day notice period and shall thereafter exercise all reasonable diligence to cure its default, but in any event shall cure such default not later than 180 days after Developer's receipt of the City's notice of default; or

f. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all reasonable, documented, and verifiable fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

22. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: ConAgra Foods Packaged Foods, LLC, 222 West Merchandise Mart Plaza, Suite 1300 Chicago, IL 60654 Attention: Legal Department with a copy to Conagra Brands, Inc. 11 Conagra Dr. Omaha, NE 68102 ATTN: Real Estate. Notices to the City shall be in writing and shall be either hand delivered to the City Manager, or mailed to the City by certified mail in care of the City Administrator at the following address: Waseca City Hall, 508 South State Street, Waseca, MN 56093.

23. **CONSTRUCTION MANAGEMENT.** During construction of the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood, as follows:

a. Definition of Construction Area. The limits of the Project Area shall be as shown in the City approved SWPPP and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.

b. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.

c. Site Maintenance. Developer shall ensure that its contractor(s) maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.

d. Project Identification Signage. Project identification signs shall comply with City Code.

**24. EXPIRATION OF AGREEMENT.** This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the Developer and upon the adoption of a resolution by the City Council finding that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the City shall issue to the Developer on behalf of the City an appropriate Certificate of Compliance/Completion. Upon issuance of the Certificate of Compliance/Completion by the City, this Agreement shall terminate.

**25. TERMINATION; CONDITIONS PRECEDENT.**

e. If Developer fails to satisfy and complete the conditions precedent contained in Section 4 of this Agreement within 365 days of execution hereof, this Agreement shall terminate. In the event of termination of this Agreement under this Section or due to the Developer's default pursuant to Section 21, such termination shall be subject to the following conditions:

i. All costs, fees and other amounts previously paid to the City in connection with the Project, the Project Improvements and this Agreement shall belong to and be retained by the City;

ii. The obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination;

iii. The Developer shall indemnify and reimburse the City for any costs incurred by the City and not otherwise reimbursed through outside funding sources, including but not limited to state grants, to construct the Water Main Improvements or associated public improvements that specially benefit the Development Property;

iv. The indemnifications of Developer shall survive and continue after such termination; and

v. The parties shall be released from all other obligations and liabilities under this Agreement not specified above.

f. The City shall have no obligation to construct (or complete construction of) the Water Main Improvements or any associated public improvements and Developer shall have no right to construct the Project on the Development Property unless the Developer records this Agreement and the Plat in the office of the Waseca County Recorder as required herein within one year after the later of approval of the Final Plat or this Agreement by the City Council.

g. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.

h. Developer's right to construct the Project is contingent upon its obtaining a building permit from the City following submission of a complete and valid application for same. Nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, for Developer to commence the development of the Development Property as set forth herein.

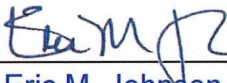
26. **ADOPTED BY REFERENCE.** The provisions of the City's Code, Chapters 150, 152 and 154 are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of

this Agreement, or by the final plat as approved by the City, as applicable. In the event that a provision of this Agreement is inconsistent with or in conflict with the City's ordinances, the ordinances shall govern.

*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

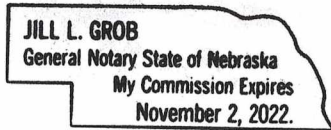
**Conagra Foods Packaged Foods, LLC**, a Delaware limited liability company

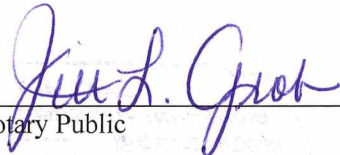
By:   
Eric M. Johnson, Its Vice President - Tax

Date: 01/13/2021

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2021, by Eric M. Johnson, as Vice President Tax of Conagra Foods Packaged Foods, LLC a Delaware limited liability company, on behalf of the company.



  
Notary Public





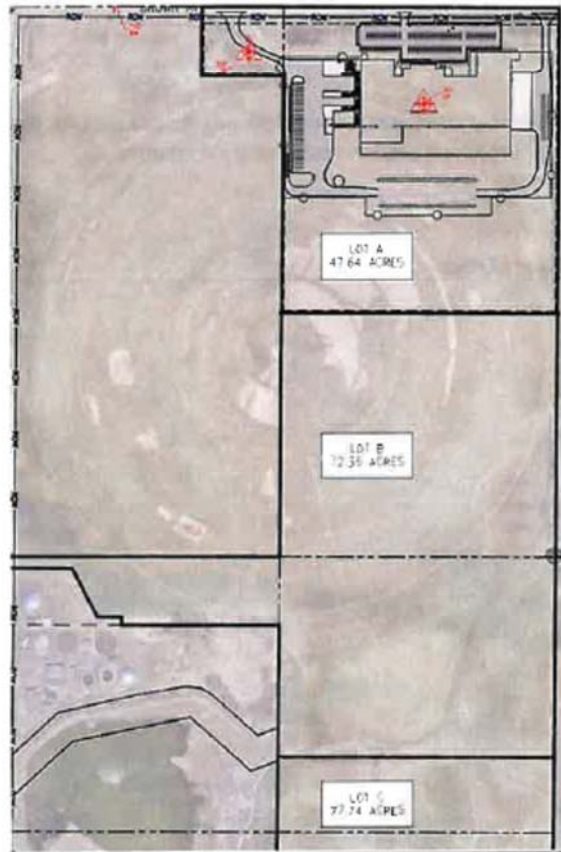
## **EXHIBIT A TO DEVELOPMENT AGREEMENT**

### **LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

That part of the Northwest Quarter and that part of the North Half of the Southwest Quarter of Section 13, Township 107 North, Range 23 West, Waseca County, Minnesota, described as follows:

Beginning at the northeast corner of the West Half of said Section 13; thence S00°28'07"W (all bearings are referenced to the Waseca County Coordinate System NAD83 1996ADJ HARN) along the east line of said West Half 3595.95 feet; thence N89°39'46"W 1329.76 feet to the west line of the Northeast Quarter of said Southwest Quarter; thence N00°33'23"E along said west line 629.34 feet to the southeast corner of the North 330.00 feet of the Northwest Quarter of said Southwest Quarter; thence N89°39'46"W along the south line of the North 330.00 feet of the Northwest Quarter of said Southwest Quarter 755.50 feet to the northerly corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION according to the plat thereof on file at the County Recorders office, Waseca County, Minnesota; thence N00°38'39"E along the northerly line of said Lot 1 a distance of 40.00 feet; thence N89°39'40"W along the northerly line of said Lot 1 a distance of 117.50 feet; thence N27°19'17"W along the northerly line of said Lot 1 a distance of 265.32 feet; thence N89°39'40"W along the northerly line of said Lot 1 a distance of 331.38 feet to the west line of said Southwest Quarter; thence N00°38'39"E along said west line 55.00 feet to the northwest corner of said Southwest Quarter; thence S89°39'46"E along the south line of said Northwest Quarter 1328.29 feet to the southwest corner of the East Half of said Northwest Quarter; thence N00°33'05"E along the west line of the East Half of said Northwest Quarter 2308.68 feet to a point distant southerly of the northeast corner of the Northwest Quarter of said Northwest Quarter; thence N89°34'26"W 396.00 feet parallel with the north line of said Northwest Quarter; thence N00°33'05"E 330.00 feet to the north line of said Northwest Quarter; thence S89°34'26"E along said north line 396.00 feet to the northwest corner of the East Half of said Northwest Quarter; thence S89°34'26"E along said north line 1324.49 feet to the northeast corner of the West Half of said Section 13 and the point of beginning.

**EXHIBIT B TO DEVELOPMENT AGREEMENT**  
**DEPICTION OF DEVELOPMENT PROPERTY**



## **EXHIBIT C TO DEVELOPMENT AGREEMENT**

### **LEGAL DESCRIPTION OF PROJECT SITE**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

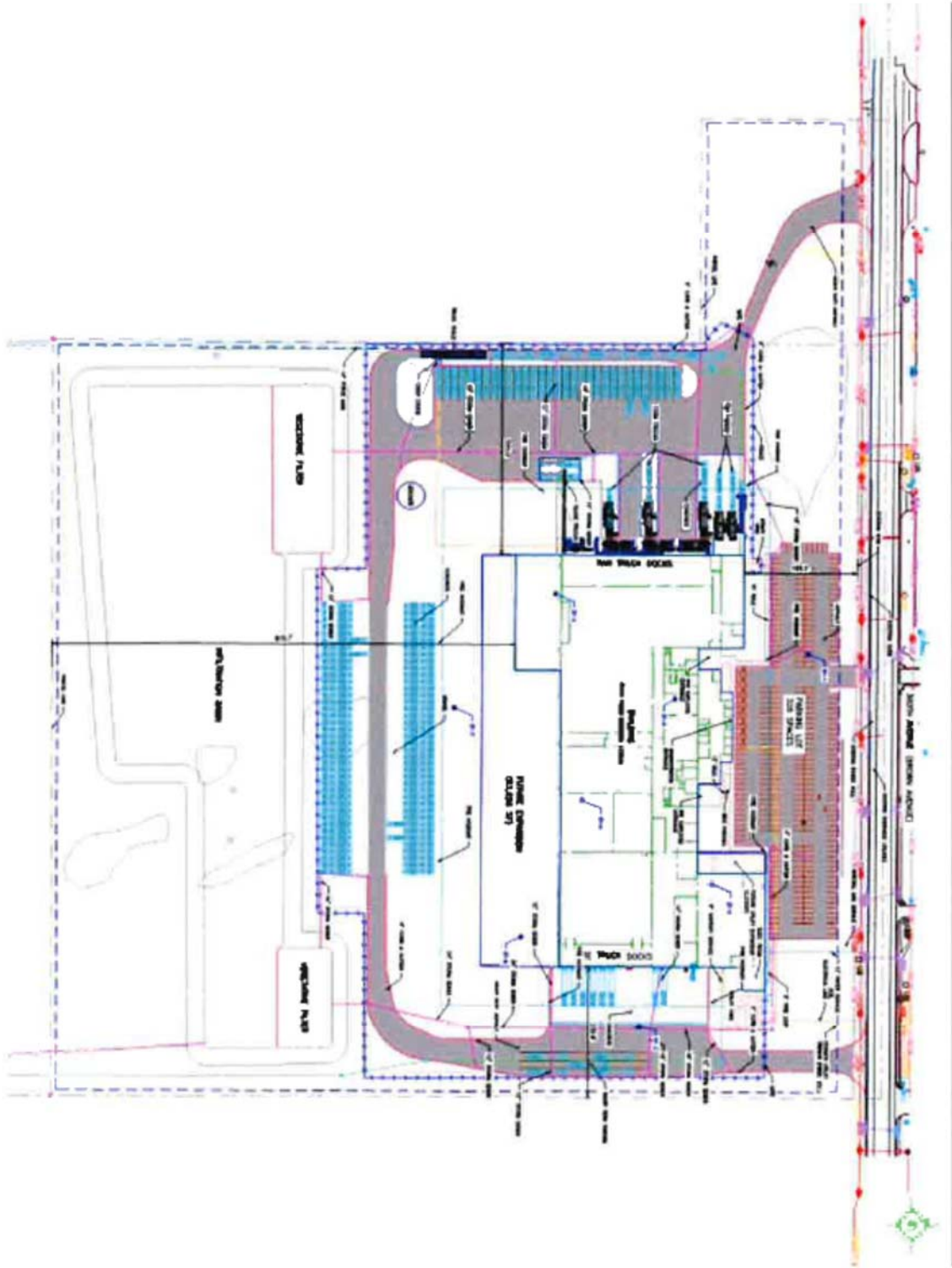
BEGINNING AT THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SAID SECTION 13, THENCE SOUTH 00° 28' 07" WEST, 1466.83 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO THE SOUTH LINE OF THE NORTH 1466.83 FEET OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89° 34' 26" WEST, 1326.60 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00° 33' 05" EAST, 1136.83 FEET ALONG SAID WEST LINE TO A POINT DISTANT SOUTHERLY OF THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89° 34' 26" WEST, 396.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00° 33' 05" EAST, 330.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89° 34' 26" EAST, 1720.49 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,075,027 SQUARE FEET OR 47.64 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.

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**EXHIBIT D TO DEVELOPMENT AGREEMENT  
PROJECT SITE PLAN**



# EXHIBIT E TO DEVELOPMENT AGREEMENT WATER MAIN IMPROVEMENTS



TRUNK WATERMAIN

CITY OF WASECA  
WEST INTERCHANGE

FIGURE 2



Date: PROJ. NO.: 193800266



TRUNK WATERMAIN

CITY OF WASECA  
ELM AVENUE

FIGURE 4



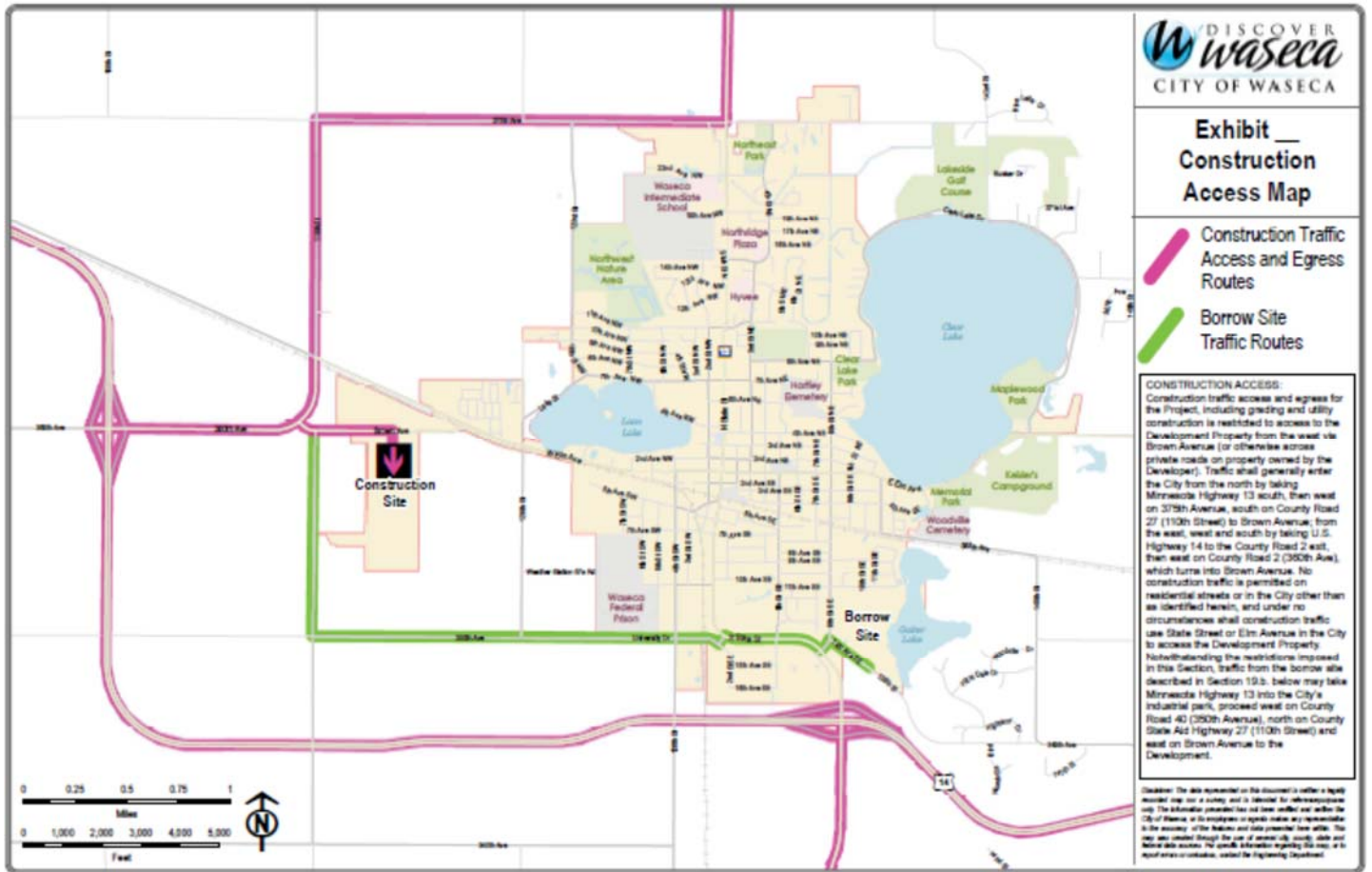
Date: PROJ. NO.: 193800266

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**EXHIBIT F TO DEVELOPMENT AGREEMENT  
FORM PERMANENT UTILITY EASEMENT**

# EXHIBIT G TO DEVELOPMENT AGREEMENT APPROVED CONSTRUCTION TRAFFIC ROUTE FROM BORROW SITE TO DEVELOPMENT PROPERTY



**EXHIBIT H TO DEVELOPMENT AGREEMENT**  
**CITY COUNCIL RESOLUTION 18-86**

**RESOLUTION NO. 18-86**  
**A RESOLUTION OF THE WASECA CITY COUNCIL**  
**SETTING SANITARY SEWER UTILITY RATES**  
**FOR 2019-2021**

**WHEREAS**, the Waseca City Council establishes Sanitary Sewer Utility rates and charges by resolution; and

**WHEREAS**, Sanitary Sewer Utility Customer Base Charges and Usage Charges for 2019, 2020, and 2021 will increase; and

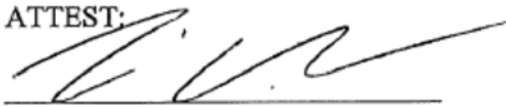
**WHEREAS**, The City of Waseca has established that the Sanitary Sewer Utility will be operated in a financially responsible manner, maintaining a balanced budget and sufficient working capital reserves.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca that the Sanitary Sewer Utility rates shall be amended as set forth in Attachment A, which is attached hereto and incorporated herein by reference.

This resolution shall become effective upon its passage without publication. Attachment A will be implemented each year effective with all utility invoices payable and due on April 15 of 2019, 2020, and 2021

Adopted this 18<sup>th</sup> day of December, 2018.

  
\_\_\_\_\_  
R.D. SRP  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER



City of Waseca Sanitary Sewer Rate Structure				Attachment A
Current & Three Year Proposed				
<b>Residential and Non-residential Customer Charges</b>				
Meter Size	Current	Proposed 2019	Proposed 2020	Proposed 2021
<1"	\$ 14.46	\$ 14.96	\$ 15.26	\$ 15.46
1"	\$ 17.00	\$ 17.59	\$ 17.94	\$ 18.17
1.5"	\$ 68.00	\$ 70.35	\$ 71.75	\$ 72.69
2", 2"TC	\$ 75.00	\$ 77.59	\$ 79.14	\$ 80.17
3", 3"TC	\$ 95.00	\$ 98.28	\$ 100.24	\$ 101.55
4"	\$ 105.00	\$ 108.62	\$ 110.79	\$ 112.24
6"	\$ 271.00	\$ 280.37	\$ 285.96	\$ 289.67
8"	\$ 487.00	\$ 503.80	\$ 513.88	\$ 520.56
10"	\$ 632.00	\$ 653.80	\$ 666.88	\$ 675.55
	\$ 1,764.46			\$ 1,886.06
<b>Residential and Non-residential Consumption Charges</b>				
per unit (100 cu ft)	\$ 4.04	\$ 4.08	\$ 4.12	\$ 4.15
<b>Sewer Access Charge (SAC)</b>				
Small (5/8" - 1")	\$ 1,090.00	\$ 1,090.00	\$ 1,090.00	\$ 1,090.00
Medium (1.5" - 4")	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
Large (6" - 10")	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00
<b>Sewer Strength Surcharges</b>				
CBOD <sub>5</sub> > 300 mg/l (per lb.)	\$ 0.71	\$ 0.72	\$ 0.73	\$ 0.74
T.S.S. > 300 mg/l (per lb.)	\$ 0.71	\$ 0.72	\$ 0.73	\$ 0.74
Phosphorus > 8 mg/l (per lb.)	\$ 2.37	\$ 2.40	\$ 2.43	\$ 2.45
Notes:				
a. New rates begin on bill due April 15 of each year (consumption from mid-February to mid-March).				
b. Residential sewer charge				
*for bills due Jan 15 - May 15: based on actual water meter reading				
*for bills due June 15 - Dec 15: based on 5 month ave of winter water usage or actual, whichever is less				
Winter water usage = usage from mid-Nov through mid-April (bills due 1-15 through 5-15)				
c. Commercial sewer charge				
*year round - based on actual water meter reading with policy approved exceptions				
d. 1 unit = 100cu ft = 748 gallons				

**EXHIBIT I TO DEVELOPMENT AGREEMENT**  
**CITY COUNCIL RESOLUTION 18-85**

**RESOLUTION NO. 18-85**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
SETTING WATER UTILITY RATES FOR 2019-2021**

**WHEREAS**, the Waseca City Council establishes Water Utility rates and charges by resolution;  
and

**WHEREAS**, Water Utility Customer Base Charges and Usage Charges for 2019, 2020, and 2021  
will increase; and

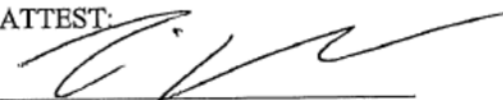
**WHEREAS**, The City of Waseca has established that the Water Utility will be operated in a  
financially responsible manner, maintaining a balanced budget and sufficient working capital  
reserves.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca that the  
Water Utility rates shall be amended as set forth in Attachment A, which is attached hereto and  
incorporated herein by reference.

This resolution shall become effective upon its passage without publication. Attachment A will be  
implemented each year effective with all utility invoices payable and due on April 15 of 2019, 2020,  
and 2021

Adopted this 18<sup>th</sup> day of December, 2018.

  
\_\_\_\_\_  
R.D. SRP  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

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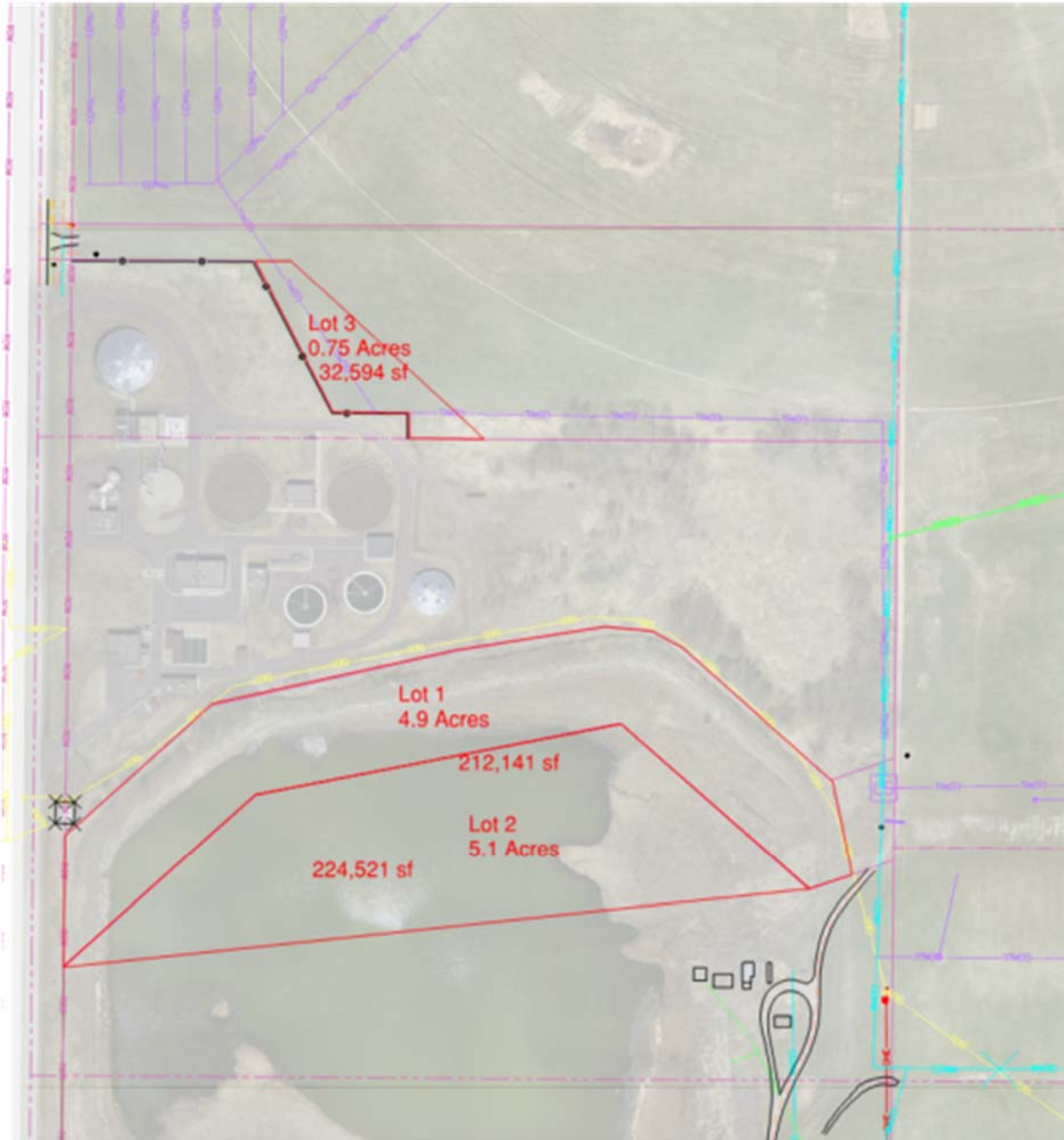
<b>City of Waseca Water Rate Structure</b>					Attachment A
<b>Current &amp; Three Year Proposed</b>					
<b>Residential and Non-residential Customer Charges</b>					
<b>Meter Size</b>	<b>Current</b>	<b>Proposed 2019</b>	<b>Proposed 2020</b>	<b>Proposed 2021</b>	
<1"	\$ 8.85	\$ 8.98	\$ 9.12	\$ 9.25	
1"	\$ 12.50	\$ 12.69	\$ 12.88	\$ 13.07	
1.5"	\$ 25.00	\$ 25.38	\$ 25.76	\$ 26.14	
2", 2"TC	\$ 37.50	\$ 38.06	\$ 38.63	\$ 39.21	
3", 3"TC	\$ 68.75	\$ 69.78	\$ 70.83	\$ 71.89	
4"	\$ 118.75	\$ 120.53	\$ 122.34	\$ 124.17	
6"	\$ 234.40	\$ 237.92	\$ 241.48	\$ 245.11	
8"	\$ 421.25	\$ 427.57	\$ 433.98	\$ 440.49	
10"	\$ 546.85	\$ 555.05	\$ 563.38	\$ 571.83	
<b>Residential Consumption Charges</b>					
0-8 units	\$ 1.56	\$ 1.58	\$ 1.60	\$ 1.62	
9-17 units	\$ 1.64	\$ 1.66	\$ 1.68	\$ 1.70	
> 17 units	\$ 1.72	\$ 1.74	\$ 1.76	\$ 1.79	
<b>Non-Residential Consumption Charges</b>					
per unit (100 cu ft)	\$ 1.59	\$ 1.63	\$ 1.68	\$ 1.73	
<b>Non-Residential Sprinkler Consumption Charges</b>					
per unit (100 cu ft)	\$ 1.72	\$ 1.74	\$ 1.76	\$ 1.79	
<b>Water Sales Station</b>					
per 200 gallons	\$ 1.50	\$ 1.54	\$ 1.57	\$ 1.61	
<b>Water Access Charge (WAC)</b>					
Small (5/8" - 1")	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	
Medium (1.5" - 4")	\$ 3,560.00	\$ 3,560.00	\$ 3,560.00	\$ 3,560.00	
Large (6" - 10")	\$ 8,105.00	\$ 8,105.00	\$ 8,105.00	\$ 8,105.00	
<b>Vegetable Company Industrial Usage Standby Water Fee</b>					
per month	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	
Notes:					
a. New rates begin on bill due April 15 of each year (consumption from mid-February to mid-March).					
b. Downsizing of a customer account meter will be determined by staff based on past practice.					
c. All meters must be obtained from the water utility					
d. Meter replacement charges will apply based on the most recent meter prices					
e. 1 unit = 100cu ft = 748 gallons					

**EXHIBIT J TO DEVELOPMENT AGREEMENT  
TABLE OF WATER CHARGES FOR WATER SERVICES AND CONNECTION  
AGREEMENT**

**GreenJay 8 Inch Meter Annual Water Charges to City of Waseca**

<b>GreenJay 8 Inch Meter Annual Water Charges</b>	<b>YEAR 2020</b>	<b>YEAR 2025</b>	<b>YEAR 2030</b>	<b>Year 2035</b>	<b>YEAR2040</b>	<b>YEAR 2045</b>	<b>YEAR 2050</b>
Annual Customer Base Charge-8 Inch Meter	\$5,208	\$5,468	\$5,742	\$6,029	\$6,330	\$6,647	\$6,979
Annual Capital Funding Charge-8 Inch Meter	\$6,297	\$6,611	\$6,942	\$7,289	\$7,653	\$8,036	\$8,438
Annual City Labor	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,763	\$13,401
Annual Water Demand (<150 MG)	\$52,320	\$54,936	\$57,683	\$60,567	\$63,595	\$66,775	\$70,114
Annual Industrial Usage Standby Fee	\$14,880	\$15,624	\$16,405	\$17,225	\$18,087	\$18,991	\$19,941
<b>Grand Total Paid by ConAgra</b>	<b>\$88,704</b>	<b>\$93,139</b>	<b>\$97,796</b>	<b>\$102,686</b>	<b>\$107,821</b>	<b>\$113,212</b>	<b>\$118,872</b>
<b>Charge per 1,000 Gallons: up to 150MG</b>	<b>\$0.59</b>	<b>\$0.62</b>	<b>\$0.65</b>	<b>\$0.68</b>	<b>\$0.72</b>	<b>\$0.75</b>	<b>\$0.79</b>

**EXHIBIT K TO DEVELOPMENT AGREEMENT  
EQUALIZATION STORAGE LAND TRANSFER MAP**



<b>Title:</b>	Purchase of Land abutting Wastewater Treatment Plant		
<b>Meeting Date:</b>	February 1, 2022	<b>Agenda Item Number:</b>	<b>7C</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Site Map Purchase Agreement Easement
<b>Originating Department:</b>		<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Maintenance of High Quality Community Assets by providing space for future expansion of the Wastewater Treatment Plan.		

**BACKGROUND:** As part of the Development Agreement for the Conagra Project, Conagra agreed to sell the City approximately 10.75 acres of land abutting the Wastewater Treatments Plant. This provides the City the ability to expand, should such expansion ever become necessary. Conagra has also agreed to provide the City with an easement to access the property from the east side of the property across current, and future, Conagra property.

**BUDGET IMPACT:** The \$100 purchase price poses no budget concerns.

**ALTERNATIVES CONSIDERED:** Not purchasing property at this time would almost certainly result in a much more expensive price should land ever become necessary.

**RECOMMENDATION:** Staff recommends that the Council approve the purchase agreement and easement.

## REAL ESTATE PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of this 2<sup>nd</sup> day of January, 2022 (the "**Effective Date**"), by and between Conagra Foods Packaged Foods, LLC, a limited liability company under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the "**Seller**"); and the City of Waseca, a Minnesota municipal corporation, 508 South State Street, Waseca, Minnesota, 56093 (herein the "**Buyer**"); collectively referred to as the "**parties.**"

In consideration of the covenants and agreements of the parties hereto, Seller and Buyer agree as follows:

**1. SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property:

- A. Real Property.** The three parcels of real property (respectively, "**Lot 1**", "**Lot 2**", and "**Lot 3**") comprising approximately 10.75 acres in total, located in St. Mary Township, Waseca County, Minnesota, as legally described and depicted respectively on the attached Exhibits A, B, and C, including any easements and rights benefiting or appurtenant to the Real Property and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Real Property (herein collectively the "**Real Property**"). The parties acknowledge and agree that the legal descriptions for Lot 1, Lot 2 and Lot 3 as shown on Exhibits A, B and C, respectively, are preliminary and remain subject to change. Prior to the expiration of the Inspection/Due Diligence Period (as defined below), the parties shall agree on the final legal descriptions of such lots and the final Survey (as defined below) and the deed shall conform to such final legal descriptions for Lot 1, Lot 2 and Lot 3.
- B. Permanent, Nonexclusive Easement.** A permanent non-exclusive easement for ingress, egress and surface access purposes and temporary construction easement as described in Paragraph 3.A.3 below..
- C. Proceeds.** Seller's interest in and to any insurance or condemnation proceeds hereinafter received relating to the Real Property ("**Proceeds**").

**2. PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Real Property shall be a total of One Hundred and 00/100 Dollars (\$100.00), and other good and valuable consideration, including but not limited to the mutual promises, covenants and obligations contained in that certain Development Agreement between the parties dated November 17, 2020, and that certain Tax Abatement and Business Subsidy Agreement between the parties dated November 17 2020, the receipt and sufficiency of which is hereby acknowledged, such sum to be payable as follows:

**A. Earnest Money.** Fifty and 00/100 Dollars (\$50.00) as earnest money ("**Earnest Money**"), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and

**B. Balance of Purchase Price.** The balance, Fifty and 00/100 Dollars (\$50.00), by check to be paid on the Closing Date.

**3. CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall occur on the fifth business day after the later of: (i) the date on which all contingencies listed in Paragraphs 4 and 5 are satisfied or waived; or (ii) the expiration or waiver by Buyer of the Inspection/Due Diligence Period, at Waseca City Hall, 508 South State Street, Waseca, Minnesota, 56093, or at such other time and place as may be agreed to mutually by the parties (such date, the "**Closing Date**"). Seller agrees to deliver possession of the Real Property to Buyer on the closing date.

**A. Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "**Seller's Closing Documents**"):

- (1) Deed. A Limited Warranty Deed, in form satisfactory to both parties, conveying the entirety of Seller's interest in the Real Property to Buyer (the "**Deed**").
- (2) Lot 3 Restriction. The deed (or a separate instrument to be recorded at Closing) shall incorporate the Lot 3 Restriction (as defined below).
- (3) Permanent Nonexclusive Easement. Seller shall additionally deliver to Buyer at Closing a permanent nonexclusive easement for ingress, egress and surface access purposes and temporary construction easement as legally described and depicted on Exhibit D attached hereto, in substantially the form attached hereto as Exhibit E (the "**Access Easement**"), pursuant to which Buyer may access Lot 1 from Seller's real property depicted on Exhibit D and construct, maintain, grade, improve, inspect, remove, demolish, repair and replace access facilities on the surface of such real property, including a paved or unpaved driveway, and below the surface as reasonably necessary or convenient to support such access facilities on the surface, therein.
- (4) Seller's Affidavits. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller, a Seller-Affiliated Entity (as defined below), or the Real Property; that there has been no labor or material furnished to the Real Property for which payment has not been made for which mechanics' liens could be filed; that there are no other unrecorded interests in the Real Property; and that there are no encroachment or survey issues of which Seller is aware; together with



whatever standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Paragraph 8 of this Agreement. For purposes of this Agreement, a "***Seller-Affiliated Entity***" shall mean a corporation, limited liability company, partnership, joint venture, association, business trust or other legal entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with Seller or any other Seller-Affiliated Entity, and which has participated in any manner in the ownership, control, management or operation of the Current Facility, as that term is defined in the Development Agreement, or of the Real Property. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise.

- (5) Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 1031.
- (6) Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- (7) Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property, to the extent that the same are in the Seller's or a Seller-Affiliated Entity's possession or control.
- (8) All site plans, surveys, soil and substrata studies, environmental assessments, plans and specifications, engineering plans and studies, landscape plans, and other plans, studies or reports of any kind in Seller's, a Seller-Affiliated Entity's or either of their contractors' or agents' possession or control, if any, that relate to the Real Property.

**B. Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "***Buyer's Closing Documents***");

- (1) Purchase Price. The Purchase Price, by check.
- (2) Resolution. A duly certified resolution of the City Council for the City of Waseca authorizing the purchase of the Property and the execution of documents necessary to complete this purchase transaction.
- (3) Termination of Repurchase Rights. The Buyer shall execute and record prior to the recording of the deed conveying the Real Property hereunder an instrument, in the form reasonably acceptable to Seller and the Title Company (as defined below), that releases, extinguishes, terminates,

waives and disclaims all of Buyer's repurchase rights in certain real property owned by Seller or other real property owned by Seller or any Seller-Affiliated Entity pursuant to that certain Quitclaim Deed dated September 20, 2016 and recorded with the Waseca County, Minnesota Recorder on September 28, 2016 as Instrument No. 30884 and re-recorded on December 2, 2016 as Instrument No. 309542 (collectively, the "**2016 Quitclaim Deed**").

**4. BUYER CONTINGENCIES.** The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- A.** On the Closing Date, title to the Real Property shall be acceptable to Buyer in accordance with the provisions of Paragraph 8.
- B.** On the Closing Date, but in no event later than November 15, 2021, the Seller shall have completed and received final approval from the Minnesota Pollution Control Agency ("**MPCA**") of the decommissioning of its industrial wastewater treatment lagoon located on Lots 1 and 2 of the Property (the "**'47 Lagoon**") at its sole cost and expense in full compliance with the requirements of and Seller's NPDES/SDS Permit, and any decommissioning plan approved by MPCA thereunder, and Paragraph 11 below. Seller will present any lagoon decommissioning plans, and site or grading plans for the Property to Buyer for Buyer's review and approval, which approval shall not be unreasonably withheld.
- C.** The representations and warranties of Seller shall be true and correct in all material respects up through and including the Closing Date.

The contingencies in this Paragraph 4 are solely for the benefit of, and may at any time be waived by, the Buyer.

**5. SELLER CONTINGENCIES.** The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- A.** The representations and warranties of Buyer shall be true and correct in all material respects up through and including the Closing Date.
- B.** As of the Closing, there shall be no default by Buyer of any terms, conditions or obligations of this Agreement.
- C.** The final legal descriptions for Lot 1, Lot 2 and Lot 3 shall be agreed to by both parties.
- D.** The deed (or separate instrument recorded at Closing) shall incorporate the Lot 3 Restriction (as defined below) and such restriction shall run with the land.

**E.** Buyer has delivered to the Title Company at Closing a duly executed and acknowledged instrument, in recordable and reasonably acceptable to Seller and the Title Company, that releases, extinguishes, terminates, waives and disclaims all of Buyer's repurchase rights in certain real property owned by Seller or other real property owned by Seller or a Seller-Affiliated Entity pursuant to the 2016 Quitclaim Deed.

The contingencies in this Paragraph 5 are solely for the benefit of, and may at any time be waived by, the Seller.

**6. WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** Except for the wastewater systems related to the '47 Lagoon, the Seller certifies that the Seller has no actual knowledge of any wells or other individual sewage treatment systems on or serving the Real Property described herein.

**7. PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and this Agreement.

**A. Deed Tax.** Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.

**B. Real Estate Taxes and Special Assessments.** Real estate taxes and any special assessments payable in the year of the Closing shall be prorated between Seller and Buyer to the Closing Date. The Buyer shall pay real estate taxes and any special assessments payable therewith in the year following the Closing and thereafter.

**C. Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.

**D. Other Costs.** All other operating costs of the Real Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.

**E. Attorneys' Fees.** Each of the parties will pay its own attorneys', accountants' and consultants' fees in connection with the drafting of this Agreement and the consummation of the transaction contemplated hereby.

**8. TITLE EXAMINATION.**

**A. Title Evidence.** At any time during the Inspection/Due Diligence Period, Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance, title insurance premiums and title examination fees (hereinafter the "**Title Commitment**"), issued by Commercial Partners Title (hereinafter the "**Title Company**"). The Title Commitment shall be based upon the description of the Real Property provided herein

and shall show fee title in the Seller, subject only to the permitted encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request. Seller shall provide a current survey of the Real Property, prepared and certified by a land surveyor licensed in Minnesota (the “*Survey*”) prior to the expiration of the Due Inspection/Due Diligence Period. The Survey shall conform to the “Minimum Standard Detail Requirements for Land Title Surveys” as adopted in 2016 by the American Land Title Association and the American Congress on Surveying & Mapping, and include Table A items 1-5, 6(a), 7(a), 7(b1), 7(c), 8, 11, 13, 14 and 16-18. The Title commitment and the Survey shall be referred to collectively as the “*Title Evidence*”.

**B. The Making and Curing of Title Objections.** Buyer shall be allowed twenty (20) business days after receipt of all of the Title Evidence in which to make objections to the content of the Title Evidence, said objections to be made in writing.

**C. The Consequences of Failing to Cure Title Objections.** Buyer acknowledges and agrees that Seller has no obligation to cure to any of Buyer’s objections to the Title Evidence nor does Seller have any obligation to cure any of Buyer’s other objections to the physical condition or legal compliance of the Real property. If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:

- (1) Buyer may waive said objections and accept title to said Real Property; or
- (2) Buyer may declare this entire transaction to be null and void and the Earnest Money shall be immediately returned to Buyer.

**9. SELLER’S WARRANTIES.** To the best of its actual knowledge, Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

**A.** Except to the extent described or reflected in the Title Evidence, there are no leases or contracts in effect with respect to the Real Property that will survive the Closing.

**B.** Except to the extent described in the Title Evidence, neither Seller nor any Seller-Affiliated Entity has entered into any contracts for the sale of any of the Real Property other than this Agreement. Except to the extent described in the Title Evidence, neither Seller nor any Seller-Affiliated Entity has received written notice of or has actual knowledge of any rights of first refusal or first offer, options to purchase any of the Real Property or any other rights or agreements, which may delay or prevent consummation of this transaction.

**C.** Except to the extent described in the Title Evidence, neither Seller nor any Seller-Affiliated Entity has received written notice of or has actual knowledge of any pending or proposed special assessments affecting the Real Property or any proposed or pending

public improvements which may give rise to any special assessments affecting the Real Property.

**D.** Neither Seller nor any Seller-Affiliated Entity has received written notice of or has actual knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Real Property.

**E.** To Seller's and any Seller-Affiliated Entity's actual knowledge, there is no pending, threatened or contemplated, litigation, investigation, arbitration, condemnation or other proceedings of any kind affecting the Real Property, and neither Seller nor any Seller-Affiliated Entity has actual knowledge of or reasonable grounds to anticipate any such lawsuits or claims that may be brought or made against Seller or any Seller-Affiliated Entity in the future.

**F.** Neither Seller nor any Seller-Affiliated Entity has received written notice from any governmental authority of, or has knowledge of, any violations of any applicable law with respect to the Real Property.

**G.** The sale of the Real Property to Buyer, the consummation of the transactions contemplated by this Agreement, and the performance by Seller of the covenants, warranties, and obligations to be performed by it under this Agreement will not conflict with, result in the breach of any term or provision of, any indenture, mortgage, deed of trust, or other agreement, instrument, undertaking, understanding, decree, order, stipulation, or consent to which Seller or a Seller-Affiliated Entity is a party or by which Seller or a Seller-Affiliated Entity is bound.

**H.** Neither Seller nor any Seller-Affiliated Entity has received any written notice or other communication from any local, state or federal official, and to the best of Seller's actual knowledge, neither the Real Property nor any occupant using it has been, may or will be in violation of any Environmental Laws relating to the Real Property, including, but not limited to, soil and surface and ground water conditions or the manufacture, generation, or storage of Hazardous Substances on the Real Property. As of the date of this Agreement, neither Seller nor any Seller-Affiliated Entity are aware of any facts the existence of which would cause Seller or any Seller-Affiliated Entity to be in violation of any Environmental Laws with respect to the Real Property.

**I.** Except to the extent permitted by the MPCA permit for the '47 Lagoon, neither Seller nor any Seller-Affiliated Entity has written notice and to the best of Seller's or any Seller-Affiliated Entity's actual knowledge, no material amount of Hazardous Substances has been disposed of, released, or identified on, under, in the vicinity of, or at the Real Property.

**J.** Other than the '47 Lagoon, neither Seller nor any Seller-Affiliated Entity has written notice and to the best of Seller's or any Seller-Affiliated Entity's actual knowledge, there are no asbestos-containing materials, underground storage tanks, above-ground storage tanks, or other containers of Hazardous Substances located on the Real

Property. The Real Property is not now--and has not been during Seller's or any Seller-Affiliated Entity's period of ownership--used as a landfill.

**K.** Seller has no written notice and to the best of Seller's knowledge, no actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Real Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, court commission, board, bureau, agency, or instrumentality, alleging the violation of any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, and/or permit relating to Environmental Matters or the release of any Hazardous Substances.

**L.** For purposes of this Paragraph 9, "*Environmental Laws*" means all applicable laws (including regulations, by-laws, codes, international treaties, and agreements) with respect to the Real Property, now or hereafter in existence, relating to the environment, health and safety matters, Hazardous Substances, pollution, or protection of the environment.

**M.** For purposes of this Paragraph 9, "*Environmental Matters*" means matters relating to the generation, manufacture, use, storage, handling, transportation, and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species, and stormwater runoff or discharge.

**N.** For purposes of this Paragraph 9, "*Hazardous Substances*" means any substance that is -- or is deemed under Environmental Laws to be, alone or in any combination -- hazardous, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant, a dangerous good, or a source of pollution or contamination, or which, when released into the environment, is likely to cause, at some immediate or future time, material harm or degradation to the environment or material risk to human health, whether or not such substance is defined as "hazardous" under Environmental Laws.

No representation or warranty made by Seller and no documents or other information furnished or to be furnished to Buyer by or on behalf of Seller pursuant to this Agreement contains or shall contain any untrue statement of material fact, or omits or shall omit any material fact necessary to make the statement contained therein not misleading. Further, the Seller's representations and warranties are true and accurate as of the Effective Date of this Agreement, and will be true and accurate continuously through the Closing Date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date Buyer may, in Buyer's sole discretion, at its option and by notice to Seller, either: (i) terminate this Agreement and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder, or (ii) waive the warranty or representation and close the sale and purchase hereof.

## **10. BUYER'S RESPONSIBILITIES AND USE RESTRICTIONS.**

**A.** Buyer agrees that it shall be responsible for relocating all drain tile for any of the Real Property parcels no later than such time as Buyer's use of the Property shall interfere with such drain tile, or at any earlier time after Closing as Buyer may elect. Such relocation shall consist of Buyer relocating the drain tile to a mutually agreeable location to the northeast onto Seller's property.

**B.** Buyer and Seller mutually agree and understand that Buyer may make use of and improve Lot 1, Lot 2, and Lot 3 in any way not inconsistent with applicable state or local law or regulations.

**C.** With specific respect to Lot 3, Buyer agrees that it shall not permit the placement of a flow equalization open air storage pond or lagoon thereon, or any other structure that could negatively impact Seller's adjacent spray field operations; however, Buyer may permit the placement of other improvements upon Lot 3, including but not limited to covered concrete tanks and enclosed buildings associated with the City's Waste Water Treatment Facility. Buyer acknowledges and agrees that the deed conveying the Real Property hereunder shall include a covenant running with the land incorporates the foregoing restriction described in this subparagraph C (the "**Lot 3 Restriction**").

**D.** As a material inducement for Seller to enter into this Agreement, so long as this Agreement remains in full force and effect, Buyer shall not exercise any rights to repurchase any portion of the Real Property or other real property owned by Seller or any Seller-Affiliated Entity under any agreement or instrument including, without limitation, such right the 2016 Quitclaim Deed.

## **11. LAGOON DECOMMISSION.**

**A.** Seller completed the decommissioning of the '47 Lagoon and performed all remediation measures and MPCA directives necessary to complete the decommission in full. Seller exercised all reasonable diligence to complete such decommissioning and received approval of the same from the MPCA, as evidenced by the documentation attached hereto as Exhibit F.

**B.** Seller shall bear full responsibility for compliance with all federal and/or state laws or regulatory requirements and any governmental agency directives, administrative orders, or court orders required of Seller, any Seller-Affiliated Entity or Buyer regarding the '47 Lagoon and/or its decommissioning.

**C.** Seller agrees it will not seek contribution from Buyer for any expenses, losses, or liabilities incurred by Seller, which arise out of or are in any way connected to Seller's use or the decommissioning of the '47 Lagoon; provided, however, that Buyer shall be responsible for all expenses, losses, or liabilities which arise out of or are in any way connected to Buyer's negligence, willful misconduct and/or breach of this Agreement.

**D.** Seller agrees to defend, indemnify, and hold harmless the Buyer, its officers, employees, and agents, from any expenses, losses, or liabilities arising out of or in any

way connected to Seller's use of or the closure and decommissioning of the '47 Lagoon. Such expenses, liabilities or losses include, but are not limited to, claims, demands, judgements, damages, actions, causes of action, injuries, administrative orders, consent agreements, orders, liabilities, penalties, attorney's fees, or monies paid in settlement. Seller's obligations as set forth in this paragraph include, but are not limited to, the actual, alleged or threatened discharge, dispersal, release, storage, treatment, disposal, or remediation of wastes. Seller shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or governmental agencies, arising out of any of the occurrences described in this Paragraph 11.D.

**E.** The Buyer retains the right to retain its own counsel at its own expense and to assert its own interests in any matters related the '47 Lagoon.

**F.** The Buyer agrees that any indemnification, reimbursement or other payment to which it is entitled under Paragraph 11.D herein shall be offset by any amount thereof which is attributable to the acts or omissions of the Buyer itself, its officers, employees, and agents subsequent to the date hereof.

**12. BROKER'S COMMISSION.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction.

**13. INSPECTION/DUE DILIGENCE PERIOD.** Buyer shall have, at its sole cost and expense, commencing the effective date of this Purchase Agreement, until one year after the Effective Date (the "*Inspection/Due Diligence Period*"), to (i) conduct any such reviews, assessments, inspections, and tests of the Real Property as Buyer in its sole discretion deems necessary or advisable, and (ii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Real Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- A.** Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Real Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller and Seller's affiliates, officers, employees, contractors, representatives and agents harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination or the Closing of this Purchase Agreement for any reason.
- B.** If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by



giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer.

- C. In the event that the Buyer has completed a Phase I environmental site assessment of the property, and such assessment finds a Recognized Environmental Condition or recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend of the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

**14. ASSIGNMENT.** Buyer shall have an unconditional right to assign this Agreement to any instrumentality of the United States government, the government of the State of Minnesota, or any political subdivision thereof, and either party may assign its rights under this Agreement at any time; provided that no such assignment will relieve the assigning party of its obligations under this Agreement.

**15. SURVIVAL.** The respective provisions of paragraphs 10.A., 10.C., 11, and 22 will survive and be in full force and effect after the Closing in accordance with their terms, and shall not be deemed to have merged into any of the Closing Documents.

**16. NOTICES.** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Lee Mattson, City Manager  
City of Waseca  
508 South State Street  
Waseca, MN 56093

If to Seller: c/o Conagra Brands, Inc.  
Eleven ConAgra Drive  
Omaha, NE 68102  
Attn: Sr. Director of Real Estate & Facilities

With a copy to: c/o Conagra Brands, Inc.  
222 Merchandise Mart Plaza, Suite 1300  
Chicago, IL 60654  
Attn: Legal Notices

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

**17. DISCLAIMER.** Buyer acknowledges that, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing, Seller is making no representation or warranty, oral or written, regarding the Real Property including, but not limited to, those concerning (i) the nature and condition of the Real Property and the suitability of the Real Property for any and all activities and uses which Buyer may elect to conduct thereon, or (ii) the manner, construction, condition and state of repair or lack of repair of any improvements located on the Real Property and that Buyer has agreed that, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing, any decision to purchase the Real Property will be based solely upon its inspection of the Real Property during the Inspection/Due Diligence Period. Buyer will make such inspection and investigation of the Real Property as Buyer deems reasonable, including whether there are any eminent domain and other public or quasi-public takings of the Real Property contemplated, and all zoning and regulatory matters pertinent to the Real Property and to the present use or occupancy of the Real Property. Buyer acknowledges that Buyer is purchasing the Real Property based solely on Buyer's own independent investigations and findings and not in reliance on any information provided by Seller or Seller's agents or contractors, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing. Any engineering data, reports or other information that Seller or any other party may have delivered to Buyer is furnished without any representation or warranty whatsoever, except as otherwise expressly provided in this Agreement or the documents to be provided at Closing. Buyer hereby confirms and agrees that, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing, or as necessary to enforce the terms of this Agreement or to pursue any right conferred upon Buyer pursuant to this Agreement, if Closing takes place (i) Seller shall have no liability, responsibility or obligation subsequent to Closing with respect to any conditions, or as to any other matters whatsoever, respecting in any way the Real Property; (ii) Buyer hereby forever remises, releases, acquits and discharges Seller, its employees and agents from any and all claims, including, but not limited to, any claims arising under any environmental law, or under common law, that have been or may be asserted and that arise from or relate in any way to the condition of the Real Property; and (iii) Buyer hereby covenants not to sue Seller, its employees or agents for any claim, relating in any way to the condition of the Real Property. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE DOCUMENTS PROVIDED AT CLOSING, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, THE REAL PROPERTY SHALL BE CONVEYED TO BUYER ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY SURVIVING REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL CONDITION OF THE REAL PROPERTY, THE REAL PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR WITH**

**RESPECT TO THE EXISTENCE OR ABSENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR STORAGE TANKS IN, ON, UNDER OR AFFECTING THE REAL PROPERTY. SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION OTHER THAN AS SPECIFICALLY STATED HEREIN AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE REAL PROPERTY.**

**18. CAPTIONS.** The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

**19. ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Real Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

**20. BINDING EFFECT.** This Agreement binds and benefits the parties and their successors and assigns.

**21. CONTROLLING LAW.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

**22. REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may, at its election, terminate the Agreement upon ten (10) days' notice to Seller (Seller having cure rights during the ten-day period) and obtain a refund of the Earnest Money, or seek specific performance of Seller's obligations under this Agreement. Such remedy as elected by Buyer shall be the sole remedy available to Buyer for such default by Seller, and Seller will not be liable for damages.

**23. COUNTERPARTS.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

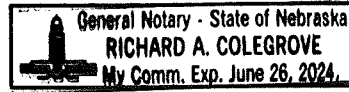
*[Signature pages follow]*

IN WITNESS WHEREOF, Seller and Buyer have each executed this Agreement in their corporate names as of the date first written above.

**SELLER:**

**ConAgra Foods Packaged Foods, LLC**, a Delaware limited liability company

By: *John Lewandowski*  
Name: John Lewandowski  
Title: Sr. Director of Real Estate



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12 day of JANUARY, 2022, by JOHN LEWANDOWSKI, as Sr. Dir. RE of ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company, on behalf of said limited liability company.

*Richard A. Colegrove*  
Notary Public



# EXHIBIT A

## LEGAL DESCRIPTION AND DEPICTION OF "LOT 1" OF THE REAL PROPERTY

**NOTE: the legal description and depiction of Lot 1 is preliminary and subject to change**

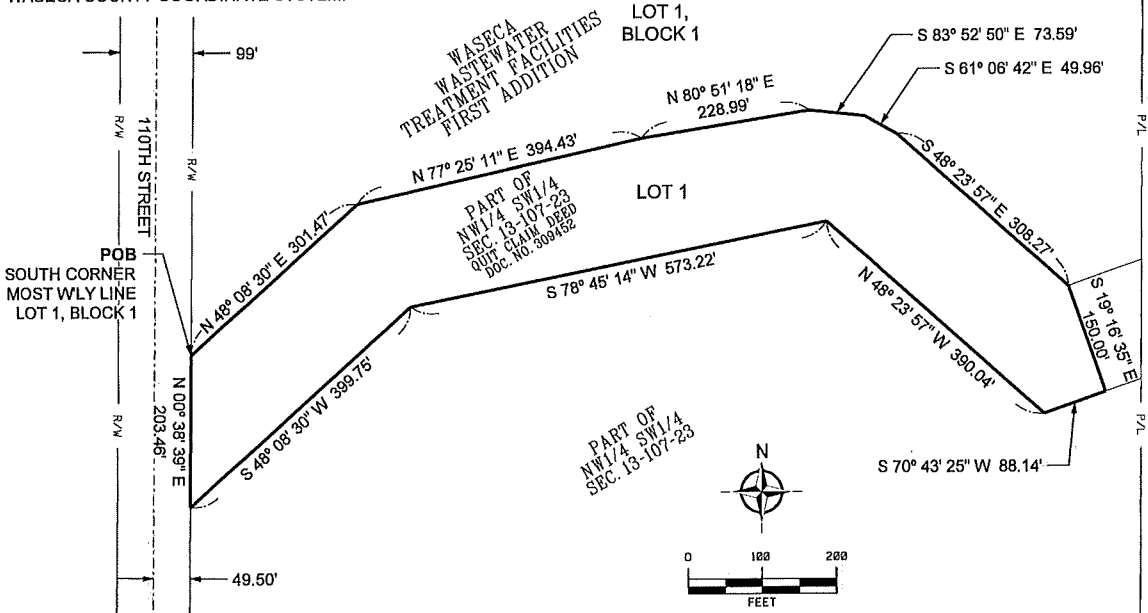
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THAT PART OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AS RECORDED IN QUIT CLAIM DEED DOCUMENT NO. 309452 OF THE WASECA COUNTY RECORDER'S OFFICE, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF THE MOST WESTERLY LINE OF LOT 1, BLOCK 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, AN OFFICIAL PLAT, AS RECORDED IN THE WASECA COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 280786, THENCE NORTH 48° 08' 30" EAST, 301.47 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 77° 25' 11" EAST, 394.43 FEET; THENCE NORTH 80° 51' 18" EAST, 228.99 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 83° 52' 50" EAST, 73.59 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 61° 06' 42" EAST, 49.96 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 48° 23' 57" EAST, 308.27 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 19° 16' 35" EAST, 150.00 FEET; THENCE SOUTH 70° 43' 25" WEST, 88.14 FEET; THENCE NORTH 48° 23' 57" WEST, 390.04 FEET; THENCE SOUTH 78° 45' 14" WEST, 573.22 FEET; THENCE SOUTH 48° 08' 30" WEST, 399.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF 110TH STREET; THENCE NORTH 00° 38' 39" EAST, 203.46 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 212,715 SQUARE FEET OR 4.88 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE W/CAP #22705 (UNLESS NOTED)
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE

FIELD SURVEY COMPLETED: SEPTEMBER 2019



FOR FUTURE PROPERTY TRANSFER  
GREEN JAY PROJECT  
WASECA, MN

SHEET  
1 OF 1

FOTH PROJECT NO. 20C013-00 DATE: 8/17/2020

## EXHIBIT B

# LEGAL DESCRIPTION AND DEPICTION OF "LOT 2" OF THE REAL PROPERTY

**NOTE: the legal description and depiction of Lot 2 is preliminary and subject to change**

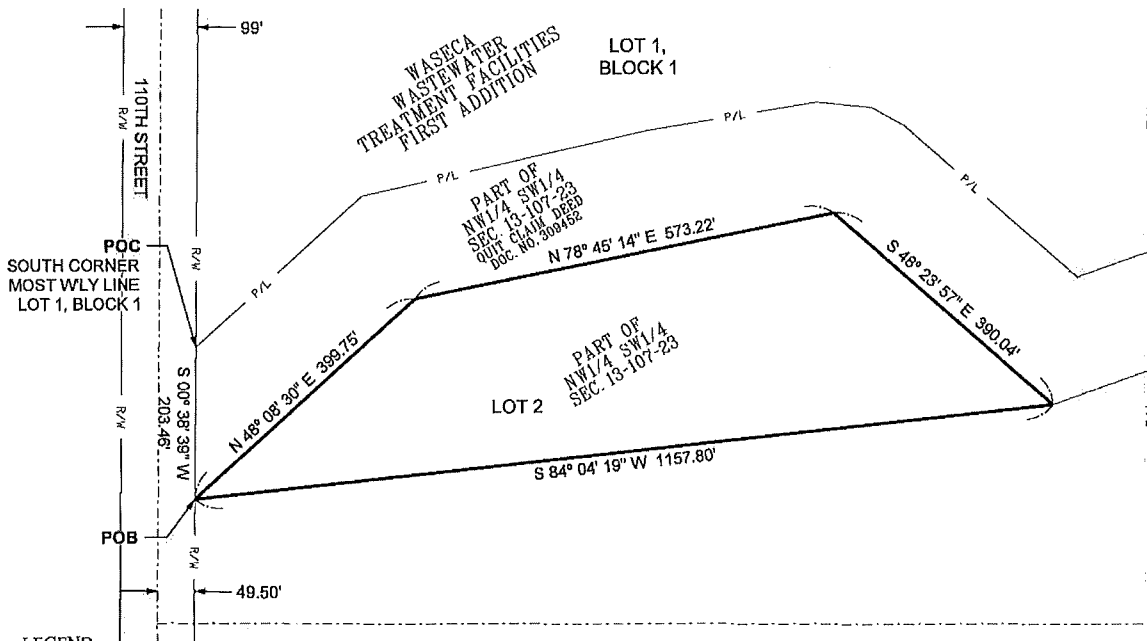
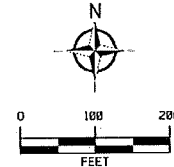
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF THE MOST WESTERLY LINE OF LOT 1, BLOCK 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, AN OFFICIAL PLAT, AS RECORDED IN THE WASECA COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 280786, THENCE SOUTH 00° 38' 39" WEST, 203.46 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 110TH STREET TO THE POINT OF BEGINNING; THENCE NORTH 48° 08' 30" EAST, 399.75 FEET; THENCE NORTH 78° 45' 14" EAST, 573.22 FEET; THENCE SOUTH 48° 23' 57" EAST, 390.04 FEET; THENCE SOUTH 84° 04' 19" WEST, 1157.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 224,893 SQUARE FEET OR 5.16 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE W/CAP #22705 (UNLESS NOTED)
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE

FIELD SURVEY COMPLETED: APRIL 2020



FOTH PROJECT NO. 20C013-00 DATE: 8/17/2020

FOR FUTURE PROPERTY TRANSFER  
GREEN JAY PROJECT  
WASECA, MN

SHEET  
1 OF 1

# EXHIBIT C

## LEGAL DESCRIPTION AND DEPICTION OF "LOT 3" OF THE REAL PROPERTY

**NOTE: the legal description and depiction of Lot 3 is preliminary and subject to change**

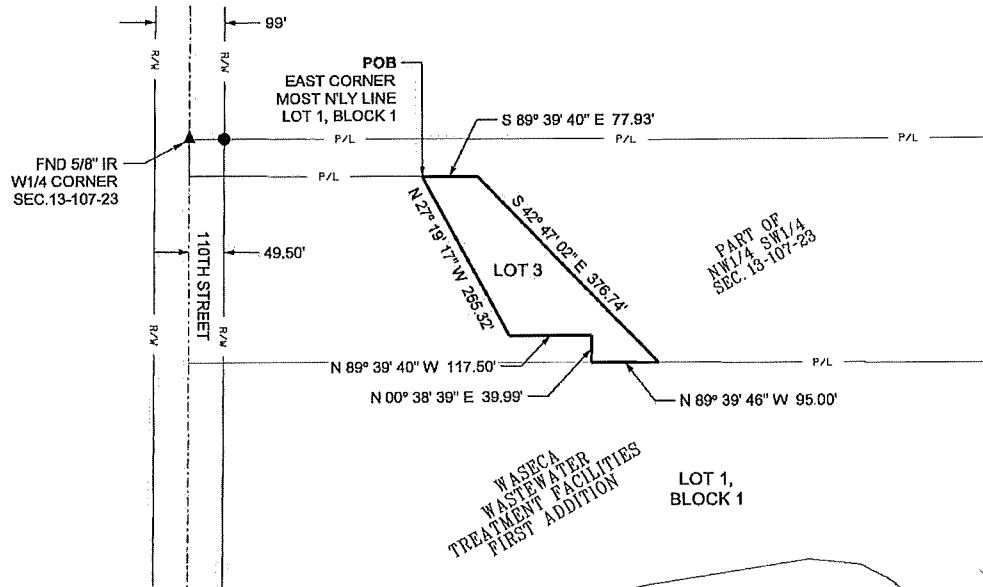
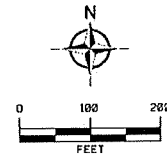
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF THE MOST NORTHERLY LINE OF LOT 1, BLOCK 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, AN OFFICIAL PLAT, AS RECORDED IN THE WASECA COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 280786, THENCE SOUTH 89° 39' 40" EAST, 77.93 FEET; THENCE SOUTH 42° 47' 02" EAST, 376.74 FEET TO THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 39' 46" WEST, 95.00 FEET; THENCE NORTH 00° 38' 39" EAST, 39.99 FEET CONTINUING ALONG SAID NORTHERLY LINE; THENCE NORTH 89° 39' 40" WEST, 117.50 FEET CONTINUING ALONG SAID NORTHERLY LINE; THENCE NORTH 27° 19' 17" WEST, 265.32 FEET CONTINUING ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 32,746 SQUARE FEET OR 0.75 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE W/CAP #22705 (UNLESS NOTED)
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE

FIELD SURVEY COMPLETED: SEPTEMBER 2019



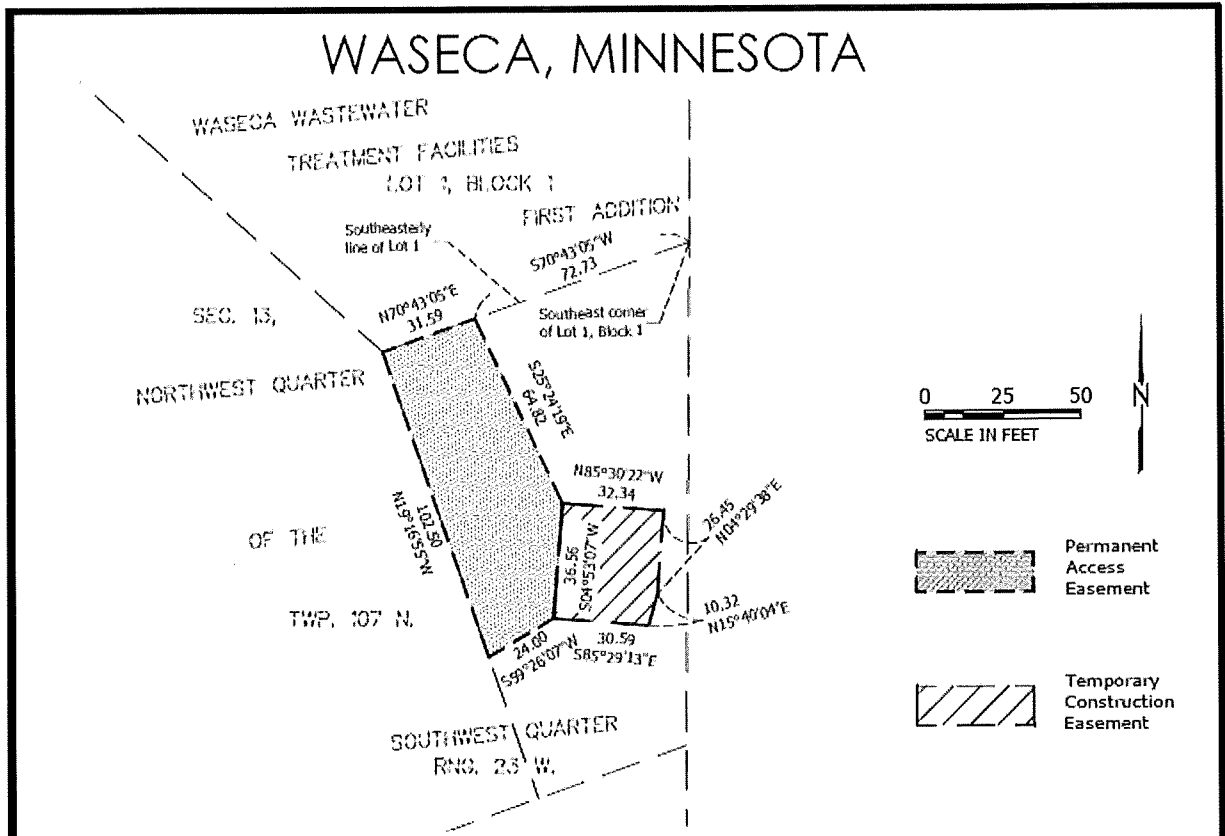
FOTH PROJECT NO. 20C013-00 DATE: 8/17/2020

FOR FUTURE PROPERTY TRANSFER  
GREEN JAY PROJECT  
WASECA, MN

SHEET  
1 OF 1



**EXHIBIT D**  
**LEGAL DESCRIPTION AND DEPICTION OF PERMANENT NONEXCLUSIVE EASEMENT**



**PERMANENT ACCESS EASEMENT**

A permanent easement for access purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:  
 Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet to the point of beginning; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 59 degrees 26 minutes 07 seconds West, 24.00 feet; thence North 19 degrees 16 minutes 55 seconds West, 102.50 feet to an angle point on said southeasterly line of Lot 1; thence North 70 degrees 43 minutes 05 seconds East, a distance of 31.59 feet along said southeasterly line to the point of beginning.

**TEMPORARY CONSTRUCTION EASEMENT**

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:  
 Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet to the point of beginning; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 85 degrees 29 minutes 13 seconds East, 30.59 feet; thence North 15 degrees 40 minutes 04 seconds East, 10.32 feet; thence North 04 degrees 29 minutes 38 seconds East, 26.45 feet; thence North 85 degrees 30 minutes 22 seconds West, 32.34 feet to the point of beginning.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 PRINT NAME: DANIEL J. ROEBER  
 SIGNATURE: *Daniel J. Roeber*  
 DATE AUGUST 2, 2021 LIC. NO. 43133

**Stantec**  
**Minneapolis Office**  
 733 Marquette Ave  
 Suite 1000  
 Minneapolis, MN 55402  
 Phone: 612-712-2000  
 Website: www.stantec.com

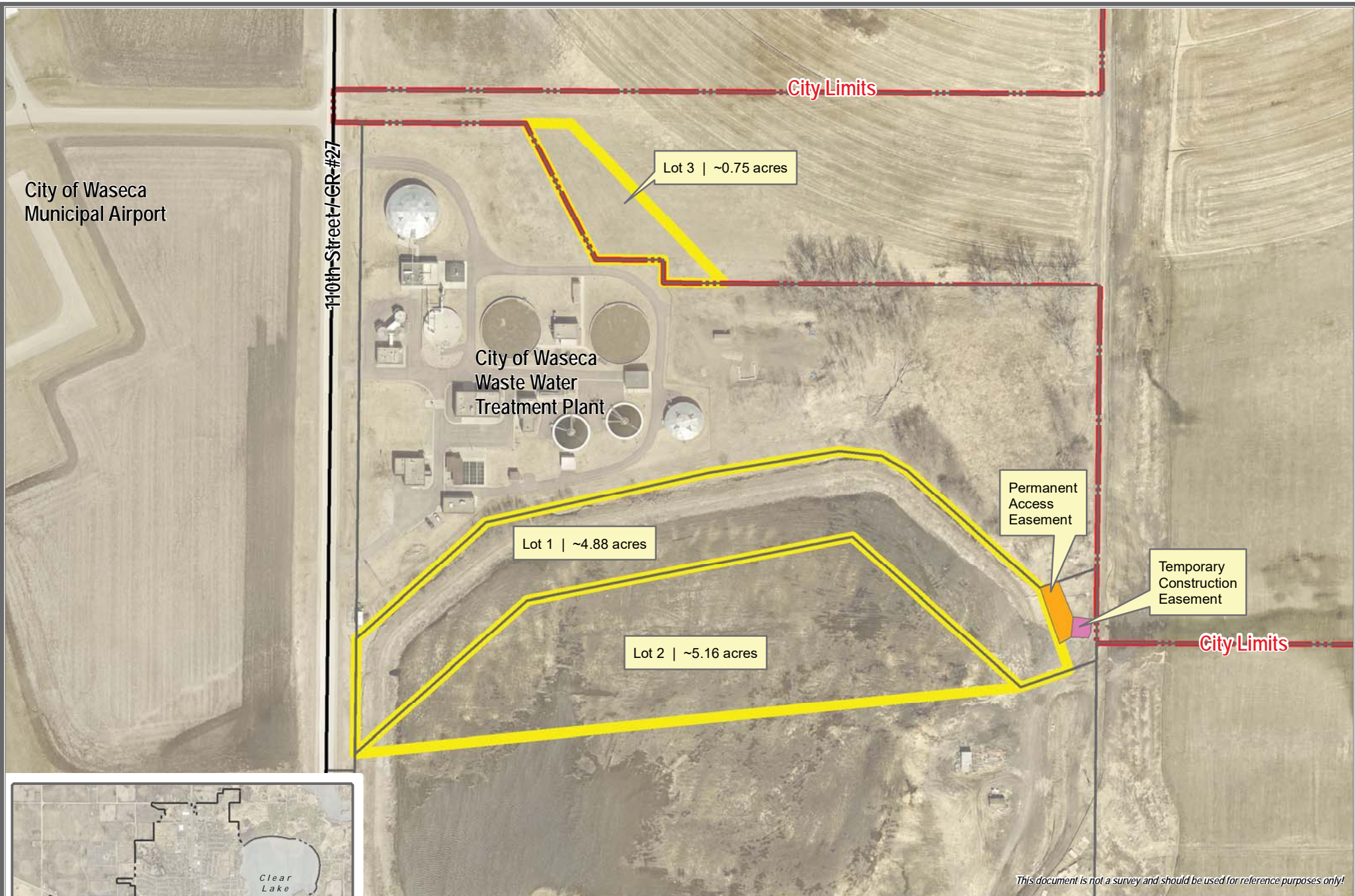
SURVEY	LagoonAccess_V601.dwg
DRAWN	DJR
PROJ. NO.	193800266

**EXHIBIT E**  
**FORM OF PERMANENT NONEXCLUSIVE EASEMENT AGREEMENT**

*[Agreement attached]*

**EXHIBIT F**  
**MPCA APPROVAL OF DECOMMISSIONING OF '47 LAGOON**

[Attach Documentation]



City of Waseca  
Municipal Airport

-110th Street / GR-#27

City Limits

Lot 3 | ~0.75 acres

City of Waseca  
Waste Water  
Treatment Plant

Lot 1 | ~4.88 acres

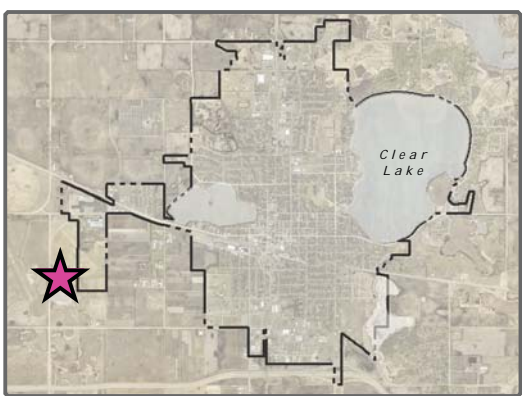
Permanent  
Access  
Easement

Temporary  
Construction  
Easement

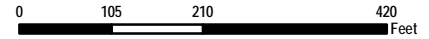
Lot 2 | ~5.16 acres

City Limits

*This document is not a survey and should be used for reference purposes only!*



# CITY OF WASECA WASTE WATER TREATMENT PLANT (WWTP) LAND PURCHASES



(Do not write in the space above. Reserved for recording/transfer data)

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### **PERMANENT NONEXCLUSIVE ACCESS EASEMENT**

This Agreement is made this 12<sup>th</sup> day of January, 2022, by and between Conagra Foods Packaged Foods, LLC, a limited liability company under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the "Grantor"); and the City of Waseca, a Minnesota municipal corporation, 508 South State Street, Waseca, Minnesota, 56093 (herein the "Grantee"); collectively referred to as the "parties."

### **AGREEMENT**

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a permanent easement for the Permitted Use (as defined below) only, and for no other use or purpose (the "Permanent Easement"), over, under and across that part of the tract of land in the City of Waseca, Waseca County, Minnesota, legally described and depicted on Exhibit A, which is attached hereto and incorporated herein by reference (the "Burdened Property"), as is legally described on Exhibit B, which is attached hereto and incorporated herein by reference (the "Permanent Easement Area"). As used herein, the term "Permitted Use" shall mean use for ingress, egress and surface access purposes, together with the right to construct, maintain, grade, improve, inspect, remove, demolish, repair and replace access facilities on the surface of the Permanent Easement Area described herein as Grantee may find reasonably necessary or convenient, and to construct, excavate, maintain, improve, inspect, remove, demolish, repair and replace subsurface improvements thereunder as Grantee may find necessary or convenient to support such surface access facilities. Grantee acknowledges and agrees that the Permanent Easement granted hereunder is non-exclusive and that Grantor hereby retains all rights in and to the Permanent Easement Area not inconsistent with the Permitted Use including, without limitation, the right to grant within the Permanent Easement Area other utility easements, rights of way, licenses, and similar rights to any other person or entity so long as such subsequent grants do not interfere with Grantee's rights hereunder for ingress, egress and surface access purposes.

2. The undersigned Grantor hereby grants and conveys to the Grantee a temporary easement for the Temporary Use (as defined below) only, and for no other use or purpose (the "Temporary Easement"), over under and across that part of the Burdened Property as is legally described on Exhibit C, which is attached hereto and incorporated herein by reference (the "Temporary Easement Area"), and the Permanent Easement Area. As used herein, the term "Temporary Use" shall mean constructing, placing, inspecting, maintaining, operating, removing, repairing, cleaning, reconstructing, enlarging, improving and/or replacing surface and subsurface improvements necessary or convenient to facilitate the Permitted Use and to clean, maintain, repair or otherwise restore the existing ditch located within the Temporary Easement Area and Permanent Easement Area, including but not limited to the 30-inch HDPE culvert under Grantor's existing driveway within the Temporary Easement Area to the Permanent Easement Area. The Temporary Easement shall expire no later than the earlier of one (1) year following the date on which the contractor hired by the Grantee to complete the work authorized by the Temporary Use first conducts work within the Permanent Easement Area or Temporary Easement Area, and two (2) years from the date of this Agreement.
3. The Permanent Easement Area and Temporary Easement Area described above are both depicted on the survey on Exhibit D, which is attached hereto and incorporated herein by reference.
4. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement described herein.
5. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
6. The Grantor shall not erect, construct or locate in the Permanent Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
8. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public access and utility facilities and improvements constructed in the Permanent Easement Area in accordance with the grant of rights conveyed herein.

9. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

*[Signature pages to follow]*

**GRANTOR:**

**ConAgra Foods Packaged Foods, LLC,**  
a Delaware limited liability company

By:

Name:

Title:

*John Lewandowski*  
*John Lewandowski*  
*CO Director of Real Estate*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF POPLAR )

The foregoing instrument was acknowledged before me this 12 day of JANUARY,  
20 22 by JOHN LEWANDOWSKI SR. DIR R.E. of ConAgra Foods Packaged Foods, LLC, a  
Delaware limited liability company, on behalf of said limited liability company.

*Paul A. Calogore*  
Notary Public





## EXHIBIT A

### **LEGAL DESCRIPTION OF BURDENED PROPERTY**

The real property referenced in this Permanent Easement is legally described as follows:

#### LEGAL DESCRIPTION:

That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota described as follows:

Commencing at the southwest corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence North 48 degrees 08 minutes 10 seconds East, assumed bearing along the south line of said Lot 1, a distance of 301.34 feet; thence North 77 degrees 24 minutes 51 seconds East continuing along the south line of said Lot 1, a distance of 394.43 feet; thence North 80 degrees 50 minutes 58 seconds East continuing along the south line of said Lot 1, a distance of 228.99 feet; thence South 83 degrees 53 minutes 10 seconds East continuing along the south line of said Lot 1, a distance of 73.59 feet; thence South 61 degrees 07 minutes 02 seconds East continuing along the south line of said Lot 1, a distance of 49.96 feet; thence South 48 degree 24 minutes 17 seconds East continuing along the south line of said Lot 1, a distance of 308.27 feet to the point of beginning; thence South 19 degrees 16 minutes 55 seconds East, 150.00 feet; thence North 70 degrees 43 minutes 05 seconds East, 50.22 feet to the southerly extension of the east line of said Lot 1; thence North 00 degrees 33 minutes 12 seconds East along said southerly extension of the east line of Lot 1, a distance of 159.46 feet to the southeast corner of said Lot 1; thence South 70 degrees 43 minutes 05 seconds West along the southerly line of said Lot 1, a distance of 104.32 feet to the point of beginning.

**EXHIBIT B**

**LEGAL DESCRIPTION OF PERMANENT EASEMENT**

**LEGAL DESCRIPTION:**

A permanent easement for access purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:

Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet to the point of beginning; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 59 degrees 26 minutes 07 seconds West, 24.00 feet; thence North 19 degrees 16 minutes 55 seconds West, 102.50 feet to an angle point on said southeasterly line of Lot 1; thence North 70 degrees 43 minutes 05 seconds East, a distance of 31.59 feet along said southeasterly line to the point of beginning.

**EXHIBIT C**

**LEGAL DESCRIPTION OF TEMPORARY EASEMENT**

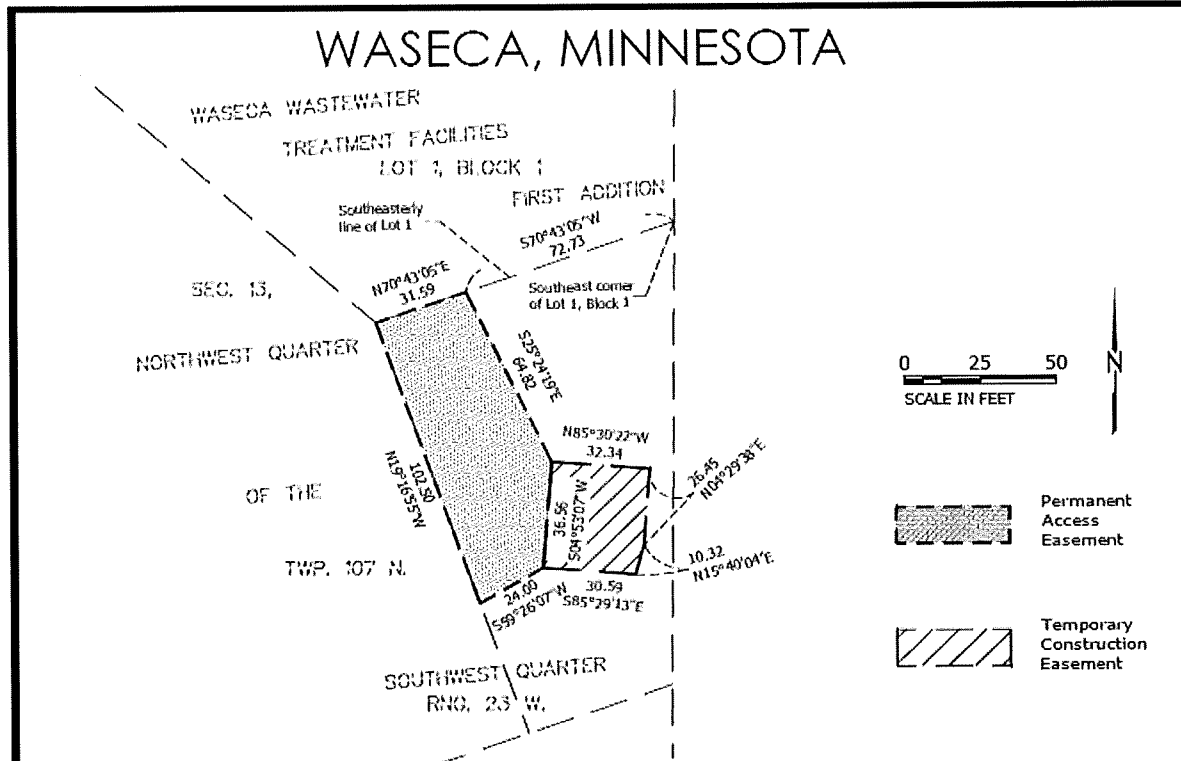
**LEGAL DESCRIPTION:**

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:

Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet to the point of beginning; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 85 degrees 29 minutes 13 seconds East, 30.59 feet; thence North 15 degrees 40 minutes 04 seconds East, 10.32 feet; thence North 04 degrees 29 minutes 38 seconds East, 26.45 feet; thence North 85 degrees 30 minutes 22 seconds West, 32.34 feet to the point of beginning.

**EXHIBIT D**

**DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS**



**PERMANENT ACCESS EASEMENT**

A permanent easement for access purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:  
 Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet to the point of beginning; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 59 degrees 26 minutes 07 seconds West, 24.00 feet; thence North 19 degrees 16 minutes 55 seconds West, 102.50 feet to an angle point on said southeasterly line of Lot 1; thence North 70 degrees 43 minutes 05 seconds East, a distance of 31.59 feet along said southeasterly line to the point of beginning.

**TEMPORARY CONSTRUCTION EASEMENT**

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:  
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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: *Daniel J. Roeber*

DATE AUGUST 2, 2021 LIC. NO. 43133

**Stantec**  
**Minneapolis Office**  
 733 Marquette Ave  
 Suite 1000  
 Minneapolis, MN 55402  
 Phone: 612-712-2000  
 Website: www.stantec.com

SURVEY	LagoonAccess_V601.dwg
DRAWN	DJR
PROJ. NO.	193800266